



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael Scott Cohen
City Clerk Allison K. Layton

AGENDA

M&CC Public Meeting
City Hall

DATE: May 02, 2023

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Approval of Minutes

1. Approval of the Closed Session Minutes of December 20th, 2022, February 7th, March 7th and 21st(B), and April 4th, 2023. The Work Session Minutes of April 11th, and the Work and Regular Session Minutes of April 18, 2023

Public Hearings

1. Public Hearing - on a Resolution (Annexation Resolution 2023-01 ANNX) introduced for the purpose of enlarging the corporate boundaries of Mayor and City Council of Cumberland to include land located on the south side of Maryland Route 144 in Allegany County, MD, Election District No. 22, consisting of 8.848 acres +/- and owned by the Ali Ghan Club, Inc.
2. Public Hearing - to receive comment on the City's intent to not adopt the 2023 Constant Yield Tax Rate and to readopt the current real property tax rate of \$1.0595 per \$100 of assessment

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

1. Ordinance 3941 (*2nd and 3rd readings*) - authorizing the transfer of 471 Goethe Street to Justin Lamp for the purchase price of \$250
2. Ordinance 3942 (*2nd and 3rd readings*) - authorizing the transfer of 220 Harrison Street to Linda Deremer for the purchase price of \$5,000

- [3.](#) Ordinance 3943 (*2nd and 3rd readings*) - authorizing the transfer of 800 Maryland Avenue to C Corp Leasing for the purchase price of \$100
- [4.](#) Ordinance 3944 (*2nd and 3rd readings*) - authorizing the transfer of 804 Maryland Avenue to C Corp Leasing for the purchase price of \$100
- [5.](#) Ordinance 3946 (*2nd and 3rd readings*) - authorizing the transfer of 124 Columbia Street to Michael Bennett for the purchase price of \$2,000

(B) Resolutions

- [1.](#) Annexation Resolution R2023-01 ANNEX (*2nd and 3rd readings*) - to annex land located on the south side of Maryland Route 144 in Allegany County, MD, Election District No. 22, consisting of 8.848 acres +/- and owned by the Ali Ghan Club, Inc

New Business

(A) Orders (Consent Agenda)

- [1.](#) Order 27,223 - authorizing the execution of Outdoor Dining Lease Agreements with Ristorante Ottaviani, Culinary Innovation Associates (Mise En Place) and Azad's of Cumberland for the use of the public right of way immediately in front of and adjacent to each property for outside cafe dining for a one (1) year term effective May 1, 2023 through May 31, 2024
- [2.](#) Order 27,224 - authorizing the execution of an Outdoor Dining Lease Agreement with Coachs Entertainment Enterprises, LLC (Mezzo's) for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a one (1) year term effective June 1, 2023 through May 31, 2024
- [3.](#) Order 27,225 - declaring 102-04-06 Altamont Terrace to be surplus property to offer for sale
- [4.](#) Order 27,226 - declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap
- [5.](#) Order 27,227 - accepting certain bids received for the "2023 Sale of Surplus Vehicles and Equipment on GovDeals" and rejecting all other bids
- [6.](#) Order 27,228 - authorizing the execution of a First Amendment to the Memorandum of Understanding with the Cumberland Economic Development Corporation (CEDC)
- [7.](#) Order 27,229 - approving the 2023 Annual Action Plan projects for the Community Development Block Grant Program
- [8.](#) Order 27,230 - approving amendment #5 3102023 to the Community Development Block Grant (CDBG) 2021 Annual Action Plan projects and 2020 Community Development Block Grant CARES ACT funds
- [9.](#) Order 27,231 - authorizing the execution of Change Order No. 2 with Carl Belt, Inc. for the WWTP Influent Screening System Upgrades Project (City Project 2-21- WWTP) increasing the final contract price by an amount not to exceed \$3,505.03

- [10.](#) Order 27,232 - accepting the proposal from Kone, Inc. to modernize the elevator in City Hall to bring it into compliance with ASME 2019 standards in an amount not to exceed \$230,000
- [11.](#) Order 27,233 - approving Change Order No. 1 for the Constitution Park Pool Improvements Contract (City Project 14-21-RE) to relocate the conduit, electric and waterline, bringing the contract price not to exceed \$510,227.52
- [12.](#) Order 27,234 - authorizing execution of Change Order No. 3 to the Residential Grass Mowing Project (14-22-M) with Casey Smith, LLC dba/ServicePro, for the decreased amount of \$860; bringing the total contract down to an amount not to exceed \$60,830
- [13.](#) Order 27,235 - authorizing the acceptance of a FY23 Local Parks and Playgrounds Infrastructure Grant, administered by the Maryland Department of Natural Resources Board of Public Works in the amount of \$122,492 with a City match of \$6447 for picnic tables and grills at Constitution Park
- [14.](#) Order 27,236 - accepting the proposal from Grainger for new picnic tables for Constitution Park in an amount not to exceed \$75,789

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Approval of the Closed Session Minutes of December 20th, 2022, February 7th, March 7th and 21st(B), and April 4th, 2023. The Work Session Minutes of April 11th, and the Work and Regular Session Minutes of April 18, 2023

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
2nd Floor Conference Room

Tuesday, December 20, 2022; 5:00 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b) (1) and (7) of the General Provisions Article of the Annotated Code of Maryland to 1) discuss personnel matters and conduct evaluations pertinent to one or more specific individuals, and 2) to consult with the City Solicitor to obtain legal advice relative to the Forgivable Loan Program.

MOTION: Motion to enter into Closed Session was made by Council Member Frazier, seconded by Council Member George, and was passed on a vote of 5-0.

PRESENT: Raymond M. Morriss, President; Council Members Richard Cioni, Eugene Frazier, Joseph George, and Laurie Marchini

ALSO PRESENT: Jeffrey Silka, City Administrator; Sherri Nicol, Assistant to the Clerk; Michael Cohen, City Solicitor; Ken Tressler, Director of Administrative Services

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502

2nd Floor Conference Room

Tuesday, February 7, 2023; 4:30 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b) of the General Provisions Article of the Annotated Code of Maryland to review and discuss Board and Commission appointments.

MOTION: Motion to enter into Closed Session was made by Council Member Furstenberg, seconded by Council Member Frazier, and was passed on a vote of 5-0.

PRESENT: Raymond M. Morriss, President; Council Members Richard Cioni, Eugene Frazier, Jimmy Furstenberg, and Laurie Marchini

ALSO PRESENT: Ken Tressler, Director of Administrative Services; Allison Layton, City Clerk; Michael Cohen, City Solicitor

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502

2nd Floor Conference Room

Tuesday, March 7, 2023; 4:30 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b)(9) of the General Provisions Article of the Annotated Code of Maryland to discuss matters that relate to negotiations with all unions representing employees of the City of Cumberland as well as a matter specific to the International Association of Firefighters Local #203/1715.

MOTION: Motion to enter into Closed Session was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 5-0.

PRESENT: Raymond M. Morriss, President; Council Members Richard Cioni, Eugene Frazier, Jimmy Furstenberg, and Laurie Marchini

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Ken Tressler, Director of Administrative Services; Mark Gandolfi, City Comptroller, and Michael Cohen, City Solicitor

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502

2nd Floor Conference Room

Tuesday, March 21, 2023; 4:45 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b)(1) and (7) of the General Provisions Article of the Annotated Code of Maryland to discuss matters that relate to the compensation of the Mayor and Council of Cumberland and to receive legal advice regarding an indemnification contract.

MOTION: Motion to enter into Closed Session was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 5-0.

PRESENT: Raymond M. Morriss, President; Council Members Richard Cioni, Eugene Frazier, Jimmy Furstenberg, and Laurie Marchini

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael S. Cohen, City Solicitor; Ken Tressler, Director of Administrative Services; Robert Smith, Director of Engineering and Utilities

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502

2nd Floor Conference Room

Tuesday, April 4, 2023; 5:00 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b)(7) of the General Provisions Article of the Annotated Code of Maryland to discuss matters that relate to receive legal advice regarding the Rolling Mill project.

MOTION: Motion to enter into Closed Session was made by Council Member Furstenberg, seconded by Council Member Cioni, and was passed on a vote of 5-0.

PRESENT: Raymond M. Morriss, President; Council Members Richard Cioni, Eugene Frazier, Jimmy Furstenberg, and Laurie Marchini

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael S. Cohen
City Clerk Allison K. Layton

Mayor and City Council of Cumberland

WORK SESSION

City Hall 2nd Floor Conference Room
57 N. Liberty Street
Cumberland, MD 21502

Tuesday, April 11, 2023, 4:00 p.m.

PRESENT: Council Members: Richard Cioni (via phone), Eugene Frazier, Jimmy Furstenberg, Laurie Marchini

Mayor Raymond M. Morriss was absent. Council Member Marchini officiated

ALSO PRESENT: Jeff Silka, City Administrator; Allison Layton, City Clerk; Matt Miller, Executive Director – CEDC; Stu Czapski, Economic Development Specialist; Ruth Davis-Rogers, Historic Preservation/Planner

Media: Teresa McMinn, Cumberland Times-News

I. COMPREHENSIVE INVESTMENT PROGRAM UPDATE

Mr. Czapski provided an update on the program, and said it is in full mode, with Phases I, II, and III in process. He stated that work is proceeding in Phase I, with some having taken first and second draws. He explained that Phase II closed on February 10th, with 8 qualified applicants, and said the committee met and distributed the money and agreements were sent. Mr. Czapski added that Phase III opened March 6th with 4 applications already, it's open until funds are expired, and explained that they are earmarking funds and once verified, they can make the draw.

Mr. Czapski advised that for the infrastructure grant there were 19 properties that took the water upgrade, and 25 that took the fiber upgrade. He explained that people can hook in later, but it will be at the owner's cost and they will have to dig up and restore the sidewalk, and anything that's been displaced.

There was discussion about the 37 new residential units, and the amount of grant dollars allocated. There was also discussion about the rental assistance portion. Mr. Miller stated they've made the investments in the buildings, now they need to be occupied. He also explained the primary and secondary section of the DDC, and said there will be \$500 rental assistance per

month for the first 6 months. Mr. Miller added that rent is \$1/sq.ft., which he stated was low, but said rates will go up as the downtown becomes more of a retail destination.

It was noted that Melinda Kelleher had mentioned that there 22 new businesses have opened in the last 2 years in the downtown area. Council Member Marchini stated that it's important to put that number out there to show all the new businesses and how the Baltimore St. Project has already impacted the area. She noted that the McMullen building has 13 apartments total, and there have been over 30 applicants, adding that the building is full now.

There was discussion about moving the development up the side streets once the downtown mall is completed, with Council Member Furstenberg saying that he can see this extending all the way of Centre Street. Mr. Miller stated that there are definitely other areas of interest. There was also discussion about having built-in customers now in the residential stories above the shops, in addition to tourists coming from the Scenic Railroad, the Towpath, or the GAP Trail.

II. MEMORIAL HOSPITAL SITE UPDATE – RAZ DEVELOPMENT

Mr. Miller offered thanks for allowing the development team to come in and speak on February 14th. He advised that the official contract execution date was February 1st, and said RAZ is in the midst of their 120-day inspection period and putting together more formal plans. He explained that the next step is working with City staff and County Economic Development staff. He added that the program will provide RAZ incentive to build in a timely fashion. It was mentioned that Mr. Tressler, Mr. Silka and Mr. Miller met yesterday to answer questions.

There was discussion about the groundbreaking date, which Mr. Miller stated would depend on the ability to solidify the incentive package before July 31st. He said that assuming all zoning and permitting approvals are complete, they could break ground early next year. He added that their incentive package is tied directly to their investment. Mr. Miller noted that RAZ also needs to do an engineering analysis on the parking garage, and said conservatively speaking, the estimation is for 200 units.

III. DOWNTOWN SURVEILLANCE PROJECT UPDATES

Mr. Miller advised that there is roughly \$150K secured through a neighborhood safety program for this project, to implement full comprehensive surveillance throughout the downtown.

Mr. Miller stated that he met with the representative of ARK Systems, discussed the next steps, and did a walk-through of each camera's placement downtown. He explained the installation process, and said all were well-received and welcoming. He noted that there are 13 state-of-the-art cameras, and said they are working on agreements. He said folks have been very responsive and open to working with the CEDC. He also mentioned 60 Ring Doorbells were distributed to downtown business owners that are set up and running.

Council Member Furstenberg went back to the first topic, and asked about bathrooms downtown. Mr. Miller advised that there are 2 now, and they are Portland Loos. He said there's a science behind the restrooms – they are not inviting, which avoids people spending more time in them than necessary.

Mr. Miller went back to surveillance cameras, advising that they have a meeting with the manufacturer, the CPD, and the IT Department to show functionality, possibilities with software, etc. He said the cameras are meant to deter crime and make people feel safer.

IV. GENERAL CEDC BUSINESS UPDATE

Mr. Miller advised on general business updates. He stated that they continue to apply for grant funding for projects around the City, and said they are hoping to make positive announcements soon for funding from outside sources to push things forward. He said they are always looking for ways to keep the ball rolling.

There was discussion about advertising, with multiple suggestions brought up, from videos created by Dave Romero, to social media, to the Re-imagine Cumberland website. Mr. Miller said they are taking the rebranding initiative, and said they chose Re-imagine Cumberland as the brand. He stated that the new website is very comprehensive to keep information flowing, and said it's a portal for all citizens and visitors to go online and see what is happening right now. He stated that this is the most effective and efficient way to get information out currently.

V. ADJOURNMENT

With no further business at hand, the meeting adjourned at 4:48 p.m.

Respectfully Submitted,

Allison K. Layton
City Clerk

Minutes approved on: _____



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael S. Cohen
City Clerk Allison K. Layton

Mayor and City Council of Cumberland

WORK SESSION

City Hall 2nd Floor Conference Room
57 N. Liberty Street
Cumberland, MD 21502

Tuesday, April 18, 2023, 4:00 p.m.

PRESENT: Mayor Raymond M. Morriss; Council Members: Richard Cioni, Eugene Frazier, Jimmy Furstenberg, Laurie Marchini

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor; Ken Tressler, Director of Administrative Services; Mark Gandolfi, Comptroller; Chuck Ternent, Police Chief; Shannon Adams, Fire Chief

Media: Teresa McMinn, Cumberland Times-News

Kathy Cornwell, WCBC Radio

I. REVIEW OF THE FY24 BUDGET

Mr. Tressler began the meeting by introducing the budget schedule, which runs April 18th through June 6th, and provided a PowerPoint presentation. The highlights of the presentation are as follows:

City has seen an assessable real property tax base increase - \$921M to \$948M – to maintain current year level of revenue, do a constant yield rate of \$1.0309.

There is \$2.6M in the GF, and said that without ARPA funding, there would be a small deficit.

MPA revenue includes ARPA revenue loss of \$97K and \$155K GF transfer assistance.

GF assistance balloons to \$248K through FY27.

DDC revenue includes \$45K ARPA revenue loss, \$50K ARPA project funding, \$25K Mainstreet MD grant and \$75K GF assistance.

FY24 expenditures are \$387K or \$312K without the ARPA special project or Mainstreet grant revenue.

Water and Trash funds are showing a negative cash flow of \$1.5M and \$175K respectively.

Proposing water and trash rate increases for FY24 because Trash fund does not have adequate cash and this places Water fund in a vulnerable position.

Personnel cost increases – 2% COLA for non-union employees. AFSCME, Police, and Fire Unions are each receiving 2% plus longevity in accordance with contract terms.

Two full-time positions in the budget; two new part-time positions; eleven vacant positions. GF personnel costs comprise 67.5% of the expenditure budget.

Health insurance claim performance has been very favorable the last two years – rates decreasing 2.5% for FY24.

FY24 grant and other financial assistance – GF, \$19.2M; Water, \$2.2M; Sewer, \$0.3M.

New equipment and capital projects debt – GF, \$1.9M; Water, \$1.2M; Sewer, \$1.2M.

Capital improvements – bridges, buildings, parks, Baltimore Street, Decatur Street (lights)

Street improvements - \$1M for paving – Massachusetts, New Hampshire, Gleason and Mullen, South End; Columbia Gas Cost Sharing (partnering to repave streets damaged with recent work).

\$172M in projects currently in the pipeline – new grant sources are critical - some projects not feasible without it.

Future project: Washington Street Bridge is on the radar; Mechanic and Harrison lane widening; HVAC for Public Safety Building

Expected increase in Unassigned Fund Balance in the revised FY23 budget of \$290K.

Inflation – chemicals increase as well as gas, water meter fittings, lab expenses, maintenance materials, and interest expense. Electricity increased dramatically.

DDC is in its final year – need to bring operating budget more in line with revenues.

CDBG expenditures of \$906K – various recreational projects.

ARPA funds conclude in 2024, so won't have this extra in FY25 and beyond. ARPA project funds are closely monitored and may need reallocations.

Mr. Gandolfi stated that they will come back with a revised presentation, showing decreased healthcare costs, etc.

As for decisions to be made, Mr. Gandolfi will put out a news release stating if the City is maintaining the existing tax rate. He said they will be doing revisions through next Tuesday, and will finalize the PowerPoint presentation.

Mr. Gandolfi stated that the City is in really good shape, and said there's a lot to be proud of.

Mayor Morriss stated that this shows that the City is financially sound, and said all in all, the inflation rate is affecting everyone – it's the reality of the world we live in now.

II. AGENDA REVIEW – APRIL 18, 2023

Mr. Silka advised that Ordinance No. 3945 has been rescinded, so it will be skipped over during the reading of the Ordinances in the public meeting. He added that everything else on the agenda was pretty much housekeeping.

III. MAYOR AND CITY COUNCIL UPDATES

Council Member Furstenberg advised that he attended the Arbor Day Celebration yesterday and said that he planted a dogwood tree.

Council Member Frazier advised that this Saturday there will be a 2-mile mini marathon and walk to raise money for Greenway Stadium. He also advised that the Fair Housing event will be at ACM on April 25th.

Council Member Cioni stated that the renovation committee for Greenway Stadium appreciates the City having an ad on the scoreboard, and added that the sound system has been upgraded as well. He also mentioned that LBC members appreciate the increase in their budget.

Council Member Marchini stated that Baltimore Street demolition has begun, described all the work taking place, and said outdoor dining would be provided as long as possible

She said recently they had a good Community Legacy meeting, headed by Ruth Davis-Rogers, and discussed project prioritization and grant funding.

Council Member Marchini stated that the DDC is shifting to a main street format, with each person assigned to a committee. She stated that Hometown Hero signs will still be up during renovation, and mentioned the recent Spring Fling at the Festival Grounds. She added that Friday after 5 will be held outside of Mezzo's, and said they are looking into signage for downtown during construction to let people know it's open for business.

The Councilwoman stated that on May 3rd the Lakota Group will be in Cumberland for public outreach meetings. Mr. Silka advised that they will also be here on May 2nd at the Work Session to speak to M&CC.

Mayor Morriss stated that he and Solicitor Mike Cohen went to Annapolis for the signing of the House Bill on tax sales. He advised that of the 3 bills, 2 passed. Mr. Cohen stated that the 3rd bill is not out of the question, it just needs some work. The Mayor stated that the one they really wanted to pass, did.

The Mayor was praised for being down in Annapolis a lot lately. Mr. Cohen stated that they would not have gotten these passed if they hadn't been down there, and said the lobbyist advised that it made a difference being there in person. They discussed getting with the lobbyist to put together a game-plan for next year, and stated that the decision to retain his services was a wise one. M&CC discussed reminding the new administration that "we are here", and said it doesn't hurt to continue building relationships.

IV. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:44 p.m.

Respectfully Submitted,

Allison K. Layton
City Clerk

Minutes approved on: _____



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael Scott Cohen
City Clerk Allison K. Layton

MINUTES

M&CC Regular Meeting
City Hall

DATE: April 18, 2023

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

Council Member Richard J. "Rock" Cioni
Council Member Eugene T. Frazier
Council Member James L. Furstenberg
Council Member Laurie P. Marchini
President Raymond M. Morriss

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk

IV. Director's Reports

Motion to approve the reports was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

(A) Administrative Services

1. Administrative Services monthly report for March 2023

(B) Engineering

1. Engineering Department monthly report for March 2023

(C) Public Works

1. Maintenance Division monthly report for March 2023

(D) Fire

1. Fire Department monthly report for March 2023

(E) Police

1. Police Department monthly report for March 2023

V. Approval of Minutes

Motion to approve the minutes was made by Council Member Furstenberg, seconded by Council Member Marchini, and was passed on a vote of 5-0.

1. Approval of the Work Session Minutes of March 7th and 21st, and April 4th, the Regular Session Minutes of March 21st and April 4th, and the Closed Session Minutes of November 15th and December 6th, 2022

VI. Public Comments

All public comments are limited to 5 minutes per person

There were no comments

VII. New Business

(A) Ordinances

1. **Ordinance 3941** (*1st reading*) - authorizing the transfer of 471 Goethe Street to Justin Lamp for the purchase price of \$250

FIRST READING: The ordinance was submitted in title only for its first reading.

Motion to accept the first reading and table until next meeting was made by Council Member Marchini, seconded by Council Member Cioni, and was passed on a vote of 5-0.

2. **Ordinance 3942** (*1st reading*) - authorizing the transfer of 220 Harrison Street to Linda Dermer for the purchase price of \$5,000

FIRST READING: The ordinance was submitted in title only for its first reading.

Motion to accept the first reading and table until next meeting was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

3. **Ordinance 3943** (*1st reading*) - authorizing the transfer of 800 Maryland Avenue to C Corp Leasing for the purchase price of \$100

FIRST READING: The ordinance was submitted in title only for its first reading.

Motion to accept the first reading and table until next meeting was made by Council Member Furstenberg, seconded by Council Member Marchini, and was passed on a vote of 5-0.

4. **Ordinance 3944** (*1st reading*) - authorizing the transfer of 804 Maryland Avenue to C Corp Leasing for the purchase price of \$100

FIRST READING: The ordinance was submitted in title only for its first reading.

Motion to accept the first reading and table until next meeting was made by Council Member Cioni, seconded by Council Member Frazier, and was passed on a vote of 5-0

5. **Ordinance 3945** was **RESCINDED** due to the bid being rescinded today.

6. **Ordinance 3946** (*1st reading*) - authorizing the transfer of 124 Columbia Street to Michael Bennett for the purchase price of \$2,000

FIRST READING: The ordinance was submitted in title only for its first reading.

Motion to accept the first reading and table until next meeting was made by Council Member Furstenberg, seconded by Council Member Frazier, and was passed on a vote of 5-0.

(B) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. **Motion** to accept all Consent Agenda items was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 5-0.

Order 27,215 - accepting the State Bid estimate for equipment and installation from East Coast Emergency Lighting Inc. to upfit three (3) 2023 Ford Police Interceptor vehicles at a total cost of \$31,749.56

Order 27,216 - accepting the bids of Univar Solutions, Shannon Chemical Corporation, USALCO and Carus LLC for the Combined Chemical Bid FY24 (2022-31-UTIL), with the estimated cost for chemicals per department being \$592,208 for the Water Reclamation Facility and \$522,888 for Water Filtration

Order 27,217 - accepting the PE FEA (Preliminary Engineering - Field Applications Engineering) from CSX for the replacement of the Fayette Street Bridge over CSX project (City Project 2022-24-BR) in an amount not to exceed \$31,570

Order 27,218 - authorizing the execution of a Capital Projects Grant Agreement 21-129 between the Mayor and City Council of Cumberland and the State of Maryland, acting through the Board of Public Works (BPW) to provide funding for the Baltimore Street Access Project (City Project 12-16-M) in the amount not to exceed \$750,000

Order 27,219 - authorizing the execution of a Capital Projects Grant Agreement 18-136 between the Mayor and City Council of Cumberland and the State of Maryland, acting through the Board of Public Works (BPW) to provide funding for the Baltimore Street Access Project (City Project 12-16-M) in the amount not to exceed \$420,000

Order 27,220 - authorizing the execution of an Outdoor Dining Lease Agreement with the New Creamery for the use of the public right of way immediately in front of and adjacent to each property for outside cafe dining for a one (1) year term effective May 1, 2023 through May 31, 2024

Order 27,221 - authorizing the execution of Outdoor Dining Lease Agreements with the Baltimore Street Grill, City Lights American Grill and Bar and Uncle Jack's Pizzeria and Pub for the use of the public right of way immediately in front of and adjacent to each property for outside café dining for a one (1) year term effective June 1, 2023 through May 31, 2024

Order 27,222 - authorizing the execution of an agreement with SADA Systems, Inc. for one year of Virtru Encryption Services for Google Mail/Drive in the not to exceed amount of \$25,711.40

VIII. Public Comments

Dana Tinnen spoke again about reinstating the Neighborhood Advisory Commission, and said that with an active NAC, Cumberland will do better. He spoke about seeing that the same organizations getting the same funding year after year, but Mr. Silka explained to him how CDBG works, in more detail.

All public comments are limited to 5 minutes per person

IX. Adjournment

With no further business at hand, the meeting adjourned at 6:36 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

1. Ordinance 3941 (*2nd and 3rd readings*) - authorizing the transfer of 471 Goethe Street to Justin Lamp for the purchase price of \$250

ORDINANCE NO. 3941

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF JUSTIN LAMP FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 471 GOETHE STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 471 Goethe Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 26,935, passed by the Mayor and City Council on December 21, 2021;

WHEREAS, the Property was included in the solicitation for bids known as the "2023 Request for Bids Surplus Properties Round VI" and received a bid for the purchase of the Property from Justin Lamp (the "Purchaser") for the sum of Two Hundred Fifty Dollars (\$250.00), and staff is recommending that the Mayor and City Council accept the bid; and

WHEREAS, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Two Hundred Fifty Dollars (\$250.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

SECTION 3: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this _____ day of _____, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS DEED, made this _____ day of May, 2023, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Justin Lamp** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of Two Hundred Fifty Dollars (\$250.00) and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, his personal representatives, heirs and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot or parcel of ground situate and lying on Goethe Street, in the City of Cumberland, in Allegany County, in the State of Maryland, being a part of what is known as Lot No. 50 in Henderson’s and Pearre’s Addition to Cumberland, Maryland, and particularly described as follows, to-wit:

BEGINNING at a stake at the end of the first line of Lot No. 49, and running thence with Goethe Street, North 26-3/4 degrees East 25 feet; then South 63-1/4 degrees East 87-1/2 feet to a private alley, then with said alley, South 37-3/4 degrees West 26 feet to the second line of Lot No. 49; then North 63-1/4 degrees West 83-1/2 feet to the place of beginning.

The improvements thereon being known as 471 Goethe Street, Cumberland, MD 21502.

IT BEING the same property that was conveyed from Paula J. Barney and Donald T. Barney to the City by deed dated August 23, 2021, and recorded among the Land Records of Allegany County, Maryland in Book 2710, Page 167.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above-described property unto the Grantee, his personal

representatives, heirs and assigns, in fee simple forever.

WITNESS the hand and seal of the City the day and year first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

By: _____ **(SEAL)**
Raymond M. Morriss, Mayor

**STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:**

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$250.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

I HEREBY CERTIFY that the within and foregoing document was prepared by, or

under the supervision of, the undersigned, a Maryland attorney, and that a title search was not performed in connection with its preparation.

MICHAEL SCOTT COHEN

File Attachments for Item:

2. Ordinance 3942 (*2nd and 3rd readings*) - authorizing the transfer of 220 Harrison Street to Linda Deremer for the purchase price of \$5,000

ORDINANCE NO. 3942

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF LINDA DEREMER FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 220 HARRISON STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 220 Harrison Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,134, passed by the Mayor and City Council on November 15, 2022;

WHEREAS, the Property was included in the solicitation for bids known as the "2023 Request for Bids Surplus Properties Round VI" and received a bid for the purchase of the Property from Linda Dermer (the "Purchaser") for the sum of Five Thousand Dollars (\$5,000.00), and staff is recommending that the Mayor and City Council accept the bid; and

WHEREAS, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Five Thousand Dollars (\$5,000.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

SECTION 3: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this _____ day of _____, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS DEED, made this _____ day of May, 2023, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Linda Deremer** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of Five Thousand Dollars (\$5,000.00) and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, her personal representatives, heirs and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot or parcel of land situate, lying and being in the City of Cumberland, Allegany County, Maryland, located on the northerly side of Harrison Street, and the improvements thereon being known as No. 220 Harrison Street, and more particularly described as follows:

BEGINNING at the end of a reference line drawn North 76 degrees 18 minutes East 67.97 feet from the northeasterly intersection of Park Street with Harrison Street, said beginning point standing at the end of 67.87 feet on the first line of the whole parcel as described in a deed from Richard F. McMullen, Assignee, to Mary Hammersmith by deed dated August 25, 1927, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No.156, folio 168, and running thence with the remainder of said first line, and the northerly side of Harrison Street, North 76 degrees 18 minutes East 19.92 feet; thence with the second line North 13 degrees 39 minutes West 105.50 feet to Oak Alley; thence with part of the third line of the Southerly side of Oak Alley, South 76 degrees 23 minutes West 9.89 feet; thence leaving Oak Alley, South 14 degrees 19 minutes East 22.21 feet; thence South 14 degrees 10 minutes East 15.45 feet; thence South 75 degrees 44 minutes West 9.49 feet; thence with a line drawn through the center of a common wall, South 13 degrees 08 minutes East 32.55 feet; thence South 76 degrees 52 minutes West 0.33 feet; thence South 13 degrees 08 minutes East 35.22 feet to the place of beginning, containing 1684.05 square feet, more or less, according to a survey made in June 1971 by James Moran, a registered surveyor.

The improvements thereon being known as 220 Harrison Street,
Cumberland, MD 21502.

IT BEING the same property that was conveyed from Edward Lee Wilkins, and Brian Kasecamp, Esq., Personal Representative of the Estate of Mark Allen Wilkins, and Rylie B. Wilkins to the City by deed dated August 23, 2021, and recorded among the Land Records of Allegany County, Maryland in Book 2825, Page 416.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above-described property unto the Grantee, her personal representatives, heirs and assigns, in fee simple forever.

WITNESS the hand and seal of the City the day and year first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

By: _____(SEAL)
Raymond M. Morriss, Mayor

**STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:**

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$5,000.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that a title search was not performed in connection with its preparation.

MICHAEL SCOTT COHEN

File Attachments for Item:

3. Ordinance 3943 (*2nd and 3rd readings*) - authorizing the transfer of 800 Maryland Avenue to C Corp Leasing for the purchase price of \$100

ORDINANCE NO. 3943

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF C CORP LEASING FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 800 MARYLAND AVENUE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 800 Maryland Avenue, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No.27,134, passed by the Mayor and City Council on November 15, 2022;

WHEREAS, the Property was included in the solicitation for bids known as the "2023 Request for Bids Surplus Properties Round VI" and received a bid for the purchase of the Property from C Corp Leasing (the "Purchaser") for the sum of One Hundred Dollars(\$100.00), and staff is recommending that the Mayor and City Council accept the bid; and

WHEREAS, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of One Hundred Dollars (\$100.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

SECTION 3: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this _____ day of _____, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS DEED, made this _____ day of May, 2023, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **C Corp Leasing, Inc.** (the “Grantee”), a Maryland corporation.

WITNESSETH:

That for and in consideration of the sum of One Hundred Dollars (\$100.00) and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, its successors and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot or parcel of ground situate in the City of Cumberland, Allegany County, Maryland, on the easterly side of Maryland Avenue, and more particularly described as follows, to-wit:

BEGINNING for the same at a stake in the easterly side of said Avenue, it being at the end of the second line of the lot conveyed by the Johnson, Stewart and Walsh Company to Harrison Swartzwelder by deed dated July 17, 1905 and running thence with said Avenues 50-1/4 degrees West 30-1/4 feet, then leaving said Avenue, South 37-1/2 degrees East 101-4/5 feet, then North 55 degrees East 30 feet to the end to the third line of the said Swartzwelder deed, then reversing said third line North 37-1/2 degrees West 104-1/4 feet to the place of beginning.

The improvements thereon being known as 800 Maryland Avenue, Cumberland, MD 21502.

IT BEING the same property that was conveyed from David A. Goad, Sheriff of Allegany County, Maryland, to the City by deed dated February 6, 2008, and recorded among the Land Records of Allegany County, Maryland in Book 1465, Page 136.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above-described property unto the Grantee, its successors

and assigns, in fee simple forever.

WITNESS the hand and seal of the City the day and year first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

By: _____ **(SEAL)**
Raymond M. Morriss, Mayor

**STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:**

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$100.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that a title search was not performed in connection with its preparation.

MICHAEL SCOTT COHEN

File Attachments for Item:

4. Ordinance 3944 (*2nd and 3rd readings*) - authorizing the transfer of 804 Maryland Avenue to C Corp Leasing for the purchase price of \$100

ORDINANCE NO. 3944

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF C CORP LEASING FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 804 MARYLAND AVENUE, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 804 Maryland Avenue, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No.27,134, passed by the Mayor and City Council on November 15, 2022;

WHEREAS, the Property was included in the solicitation for bids known as the "2023 Request for Bids Surplus Properties Round VI" and received a bid for the purchase of the Property from C Corp Leasing (the "Purchaser") for the sum of One Hundred Dollars (\$100.00), and staff is recommending that the Mayor and City Council accept the bid; and

WHEREAS, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of One Hundred Dollars (\$100.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

SECTION 3: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this _____ day of _____, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS DEED, made this _____ day of May, 2023, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **C Corp Leasing, Inc.** (the “Grantee”), a Maryland corporation.

WITNESSETH:

That for and in consideration of the sum of One Hundred Dollars (\$100.00) and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, its successors and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

BEGINNING for the same at a point of beginning of the lot of ground conveyed to William T. Coulehan by deed dated October 3, 1905, and recorded among the Land Records of Allegany County in Liber 98, Folio 718, and running thence with the east side of Maryland Avenue, North 50 ½ degrees East 25 feet; then parallel with the fourth line of said Coulehan deed, South 37 ½ degrees East 100 feet; then parallel with said Avenue, South 50 ½ degrees West 25 feet to said Coulehan lot, and with the fourth line thereof, North 37 ½ degrees West 100 feet to the place of beginning.

The improvements thereon being known as 804 Maryland Avenue, Cumberland, Allegany County, Maryland 21502.

IT BEING the same property that was conveyed from Sky Nate Properties, LLC to the City by deed dated December 28, 2021, and recorded among the Land Records of Allegany County, Maryland in Book 2796, Page 228.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above-described property unto the Grantee, its successors and assigns, in fee simple forever.

WITNESS the hand and seal of the City the day and year first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

By: _____ **(SEAL)**
Raymond M. Morriss, Mayor

**STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:**

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$100.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that a title search was not performed in connection with its preparation.

MICHAEL SCOTT COHEN

File Attachments for Item:

5. Ordinance 3946 (*2nd and 3rd readings*) - authorizing the transfer of 124 Columbia Street to Michael Bennett for the purchase price of \$2,000

ORDINANCE NO. 3946

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF MICHAEL BENNETT FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 124 COLUMBIA STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 124 Columbia Street, Cumberland, MD 21502 (the "Property");

WHEREAS, the Property was declared surplus under the terms of Order No. 27,134, passed by the Mayor and City Council on November 15, 2022;

WHEREAS, the Property was included in the solicitation for bids known as the "2023 Request for Bids Surplus Properties Round VI" but was not bid upon;

WHEREAS, the City has since received a bid for the purchase of the Property from Michael Bennett (the "Purchaser") for the sum of Two Thousand Dollars (\$2,000.00), and staff is recommending that the Mayor and City Council accept the bid; and

WHEREAS, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of Two Thousand Dollars (\$2,000.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

SECTION 3: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this _____ day of _____, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS DEED, made this _____ day of May, 2023, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Michael Bennett** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of Two Thousand Dollars (\$2,000.00) and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, his personal representatives, heirs and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL of that certain lot or parcel of ground situated on the southerly side of Columbia Street, the improvements on said property being known as No. 124 Columbia Street, in the City of Cumberland, Allegany County, Maryland, and beginning for the same on said Columbia Street at a point on the 4th line of the lot or ground conveyed in a deed from John N. Oliver to Phoebe A. Oliver, dated January 7, 1895, and recorded in Liber T.L. No. 79, folio 32, one of the Land Records of Allegany County, said point being distant 23½ feet from the beginning point of the lot conveyed by said deed, and running thence South 22 degrees West 61½ feet to the lower gate post, then South 59½ degrees East about 3½ feet to a stake, then South 22 degrees West about 80 feet to Railroad Alley, and with the line of said Alley, North 59½ degrees West about 30 feet; then North 22 degrees East 148 feet to said Columbia Street, and then with the line thereof, 26½ feet to the beginning, together with the right, in perpetuity, to use the common passageway, alley or entrance-way between the house standing on the lot hereby described and the house standing on the remainder of the whole lot conveyed to said Phoebe A. Oliver by John N. Oliver, as aforesaid, said passageway or alley to remain open forever for the use of the owner or owners of the property hereby conveyed.

The improvements thereon being known as 124 Columbia Street, Cumberland, MD 21502.

IT BEING the same property that was conveyed from Jason M. Bennett, Director of Finance, Allegany County, Maryland to the City by deed dated June 16, 2022, and recorded among the Land Records of Allegany County, Maryland in Book 2794, Page 122.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above-described property unto the Grantee, his personal representatives, heirs and assigns, in fee simple forever.

WITNESS the hand and seal of the City the day and year first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

By: _____ (SEAL)
Raymond M. Morriss, Mayor

**STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:**

I HEREBY CERTIFY, that on this _____ day of _____, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$2,000.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that a title search was not performed in connection with its preparation.

MICHAEL SCOTT COHEN

File Attachments for Item:

1. Annexation Resolution R2023-01 ANNEX (*2nd and 3rd readings*) - to annex land located on the south side of Maryland Route 144 in Allegany County, MD, Election District No. 22, consisting of 8.848 acres +/- and owned by the Ali Ghan Club, Inc

- ANNEXATION RESOLUTION NO. R2023-01 ANNEX -

A RESOLUTION OF MAYOR AND CITY COUNCIL OF CUMBERLAND, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, ENLARGING ITS CORPORATE BOUNDARIES BY ANNEXING LAND CONTIGUOUS TO AND ADJOINING UPON THE SAID BOUNDARIES, THE SAID LAND BEING LOCATED ALONG THE SOUTH SIDE OF MARYLAND ROUTE 144, MARYLAND ELECTION DISTRICT NO. 22 AND CONSISTING OF 8.848 ACRES, MORE OR LESS, THE SAID LAND BEING MORE PARTICULARLY DESCRIBED IN THE METES AND BOUNDS DESCRIPTION ATTACHED HERETO AS EXHIBIT A AND SHOWN ON THE PLAT ATTACHED HERETO AS EXHIBIT B, BEING PART OF THE LAND DESCRIBED IN THE DEED FROM HARRY B. CARLETON, ET AL. TO ALI GHAN COUNTRY CLUB DATED FEBRUARY 13, 1932 AND RECORDED AMONG THE LAND RECORDS OF ALLEGANY COUNTY, MARYLAND IN DEED LIBER 167, FOLIO 188, AND THE DEED FROM STATE OF MARYLAND AND BOARD OF PUBLIC WORKS OF MARYLAND TO ALI GHAN CLUB, INC. DATED JULY 8, 2003 AND RECORDED AMONG THE LAND RECORDS OF ALLEGANY COUNTY, MARYLAND IN DEED LIBER 719, FOLIO 882, AND BEING IDENTIFIED IN THE RECORDS OF THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION AS ALLEGANY COUNTY TAX ACCOUNT NO. 22-002627, THEREBY AMENDING THE CHARTER OF THE SAID MUNICIPAL CORPORATION AND PROVIDING FOR THE CONDITIONS AND CIRCUMSTANCES APPLICABLE TO THE PROPOSED CHANGES IN THE AFORESAID CORPORATE BOUNDARIES AND THE AMENDMENT OF THE AFORESAID CHARTER.

WHEREAS, pursuant to the authority of Article XI-E of the Constitution of the State of Maryland and Sections 4-401, *et seq.*, of the Local Government Article of the Annotated Code of Maryland, it is the intention of the Mayor and City Council of the City of Cumberland, Maryland to introduce and pass a resolution providing that present corporate limits of Mayor and City Council of Cumberland (the "City") as described in the Charter of the City of Cumberland (1991 Edition) be enlarged to include therein property within Allegany County, Maryland, as more particularly described in the metes and bounds description attached hereto as Exhibit A and as shown on the plat attached hereto as Exhibit B, (the said property hereinafter being referred to as the "Annexation Parcel"), which is contiguous and adjoining to the existing corporate limits of the City.

WHEREAS, the Annexation Parcel is located on the south side of Maryland Route 144, consists of 8.848 acres, more or less, and is part of the land described in the deed from Harry B. Carleton, et al. to Ali Ghan Country Club dated February 13, 1932 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 167, folio 188, and the deed from State of Maryland and Board of Public Works of Maryland to Ali Ghan Club, Inc. dated July 8, 2003 and recorded among the Land Records of Allegany County, Maryland in Deed Liber

719, folio 882, the parcels within which the Annexation Parcel is located being identified in the records of the Maryland State Department of Assessments and Taxation as Allegany County Tax Account No. 22-002627.

WHEREAS, the annexation which is the subject of this Resolution does not create any unincorporated area which is bounded on all sides by real property presently within the corporate limits of the City, real property proposed to be within the corporate limits of the City as a result of the proposed annexation, or any combination of such properties.

WHEREAS, in accordance with Md. Local Gov't. Code Ann. § 4-403(b)(2), the City has obtained consent for the proposed annexation from the owners of not less than 25 percent of the assessed valuation of the real property located in the Annexation Parcel.

WHEREAS, no persons reside within the Annexation Parcel;

WHEREAS, Ali Ghan Country Club, Inc., the sole owner of land subject to taxation in the area to be annexed, has consented to the proposed annexation under the terms of the letter from Michael Starliper, Potentate of Ali Ghan Country Club, Inc. to Jeff Silka, City Administrator of the City of Cumberland dated January 23, 2023, a copy of which is attached hereto and incorporated by reference herein as Exhibit C.

WHEREAS, the Mayor and City Council of the City of Cumberland, Maryland have determined to initiate this Resolution to enlarge and extend the limits of the City to include the Annexation Parcel and to make applicable to that area all laws which are now in force and effect or which may hereafter be enacted by the Mayor and City Council of Cumberland, Maryland.

WHEREAS, in furtherance of the foregoing, upon the introduction of this Resolution, the City Administrator shall have caused a notice of the proposed enlargement of the City's corporate boundaries to be published not less than two (2) times, at weekly intervals, in the *Cumberland Times News*, a newspaper of general circulation in the City of Cumberland, Maryland, said notice describing the proposed enlargement (i.e., the Annexation Parcel) and conditions and circumstances applicable thereto and specifying the time, date and place at which the public hearing on the proposed annexation was held. Said public hearing was held on the _____ day of _____, 2023, at 6:15 p.m. in City Hall, Cumberland, Maryland, said date having been more than fifteen (15) days after the final publication of the newspaper notice.

WHEREAS, in furtherance of the foregoing, upon the introduction of this Resolution, the City Administrator shall have caused notice to have been given to commercial property

owners in the Annexation Parcel of all personal property taxes and fees to be imposed by the City and the date, time, and place of the aforesaid public hearing.

WHEREAS, immediately upon the first publication of the newspaper notice, the City Administrator caused a copy of it to be provided to the Board of County Commissioners of Allegany County, Maryland, the Allegany County Planning and Zoning Department, Maryland Department of Legislative Services, and the Maryland Department of Planning.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND:

SECTION 1. That there is hereby annexed into the corporate boundaries of Mayor and City Council of Cumberland, having been previously identified herein as the City, all that land contiguous and adjoining its current boundaries in Allegany County, Maryland located along the south side of Maryland Route 144 in Election District No. 22, consisting of 8.848 acres, more or less, being part of the property described in the deed from Harry B. Carleton, et al. to Ali Ghan Country Club dated February 13, 1932 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 167, folio 188, and the deed from State of Maryland and Board of Public Works of Maryland to Ali Ghan Club, Inc. dated July 8, 2003 and recorded among the Land Records of Allegany

County, Maryland in Deed Liber 719, folio 882, by the metes and bounds description attached hereto as Exhibit A and as shown on the plat attached hereto as Exhibit B, the said land having been previously identified herein as the Annexation Parcel.

SECTION 2. The Annexation Parcel shall be zoned I-G (Industrial-General).

SECTION 3. The annexation of the Annexation Parcel shall be made subject to the terms and conditions set forth in the Annexation Plan attached hereto as Exhibit D.

SECTION 4. All provisions of the Constitution of Maryland, all laws of the State of Maryland applicable to the City of Cumberland, and all duly adopted provisions of the Charter of the City of Cumberland, the Code of the City of Cumberland and the ordinances of the City of Cumberland shall be, and hereby are, extended and made applicable to the Annexation Parcel and the inhabitants therein. Nothing herein or elsewhere in the Resolution shall affect the power of the Mayor and City Council of the City of Cumberland, Maryland to amend or to repeal any Charter provision, City Code provision or ordinance existing at the date of passage of this Resolution, or to enact and ordain any ordinance they are authorized to enact or ordain.

SECTION 5. This Resolution shall be and become effective the forty-sixth (46th) day after its passage unless a petition for referendum in accordance with Md. Local Gov't. Code Ann. §§ 4-408 to 4-413 is submitted to the City Administrator within forty-five (45) days following its passage.

SECTION 6. Promptly, but no later than ten (10) days, after the effective date of this Resolution, the City Administrator of the City of Cumberland shall send a copy of this Resolution together with the new boundaries of the City of Cumberland to the City Clerk, the Clerk of the Circuit Court for Allegany County, Maryland and, as required by Md. Local Gov't. Code Ann. § 4-414, the Department of Legislative Services. Thereafter, the City Clerk shall hold this Resolution and make it available for inspection during all business hours.

INTRODUCED the ____ day of _____, 2023.

PASSED under our hands and seals at the City Hall, Cumberland, Maryland, this ____ day of _____, 2023, with the corporate seal of the City of Cumberland hereto attached, duly attested by the City Clerk.

MAYOR AND CITY COUNCIL OF
CUMBERLAND

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

First Publication Date: _____

Second Publication Date: _____

Third Publication Date: _____

Fourth Publication Date: _____

EXHIBIT A

Metes and Bounds Description

Boundary Description for Lands of Ali Ghan Country Club to be Annexed Into the City of Cumberland

ALL that certain piece, parcel, or tract of land, situate in the County of Allegany, State of Maryland, bounded and described as follows:

BEGINNING AT A POINT on the common boundary line of lands now or formerly of Love's Travel Stops & Country Store, Inc. and lands now or formerly of Ali Ghan Country Club, said point being marked with an iron pin and cap stamped "Coughenour", said point also being on the corporate boundary of the City of Cumberland and Allegany County; thence from said point of beginning through lands of the aforementioned Ali Ghan Country Club the following seven courses and distances:

1. North 31°16'33" East, 331.45' to an existing 5/8 inch rebar;
2. North 36°47'08" East, 129.24' to an existing 5/8 inch rebar;
3. North 46°56'23" East, 87.41' to an existing 5/8 inch rebar;
4. North 67°27'30" East, 91.05' to an existing 5/8 inch rebar;
5. North 87°12'53" East, 136.77' to an existing 5/8 inch rebar;
6. North 41°06'31" East, 65.66' to a set iron pin and cap;
7. North 14°12'14" East, 21.89' to a set iron pin and cap on the southerly right-of-way line of MD 144;

Thence along said southerly right-of-way line of MD 144 the following three courses and distances:

1. North 88°08'26" East, 13.44' to a point;
2. North 80°32'38" East, 45.55' to a set iron pin and cap;
3. South 88°04'12" East, 41.01' to a set iron pin and cap on the westerly line of lands now or formerly of Love's Travel Stops & Country Store, Inc.

Thence along the westerly line of Love's Travel Stops & Country Store, Inc. the following eight courses and distances:

1. South 26°54'37" East, 97.51' to a set iron pin and cap;
2. South 37°15'19" East, 54.20' to a set iron pin and cap;
3. South 52°15'19" East, 75.90' to a set iron pin and cap;
4. South 24°16'25" East, 60.79' to a set iron pin and cap;
5. South 0°29'41" West, 177.70' to a set iron pin and cap;
6. South 2°16'16" West, 64.16' to a set iron pin and cap;
7. South 2°21'45" West, 214.42' to an existing 5/8" rebar;
8. North 81°35'47" West, 839.97' to an iron pin with cap stamped "Coughenour", the point and place of beginning.

Containing 8.848 acres as shown on "Annexation Plan" prepared by Stiffler, McGraw and Associates, Inc., dated November 22, 2022.

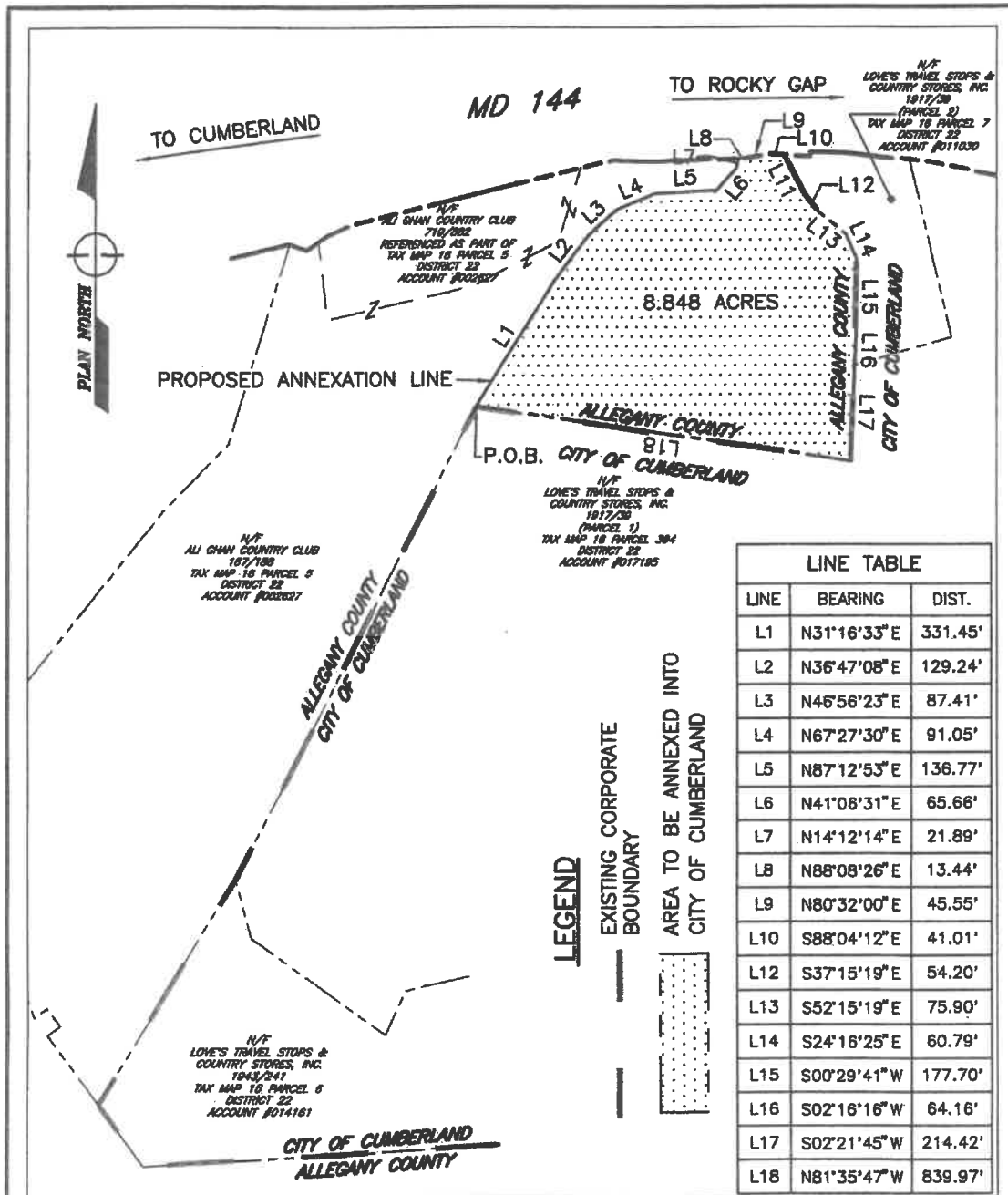
ALL OF THE ABOVE being part of the lands described in (i) the Deed from Harry B. Carleton, et al. to Ahi Ghan Country Club dated February 13, 1932 and recorded among the Land Records of Allegany County Maryland in Deed Liber 167, folio 188, and (ii) the Deed from State of Maryland and Board of Public Works of Maryland to Ali Ghan Club, Inc. dated July 8, 2003 and recorded among the Land Records of Allegany County Maryland at Deed Liber 719, folio 882.

TOGETHER WITH AND SUBJECT TO any restrictions, reservations, covenants, right of ways, et cetera as of record, and as shown on the aforesaid plat.

EXHIBIT B

Annexation Plat

EXHIBIT B



ANNEXATION PLAN
PLAN SHOWING THE PROPOSED ANNEXATION OF A PORTION OF
LANDS OWNED BY ALI GHAN COUNTRY CLUB
INTO THE CITY OF CUMBERLAND
PREPARED FOR BURGMEIER REAL ESTATE COMPANY OF MARYLAND

SITUATE
ALLEGANY COUNTY AND CITY OF CUMBERLAND
ALLEGANY COUNTY MARYLAND

DRAWN BY: JDY	DESIGNED BY: JDY	CHECKED BY: JDY	SCALE: 1"=300'	REVISION DATE: 11/22/22	FIELD BK/PG: 	PROJECT NO.: 21-5023
------------------	---------------------	--------------------	-------------------	----------------------------	------------------	-------------------------



STIFFLER
MCGRAW
 ENGINEERS • SURVEYORS • ARCHITECTS

1731 N. Juniata Street
 Hollidaysburg, PA 16648
 Phone: 814.696.6280 Fax: 814.696.6240

EXHIBIT C



ALI GHAN SHRINERS
OFFICE OF THE RECORDER
PO Box 1416
Cumberland, MD 21501-1416
Phone: 301.722.5970 Fax: 301.777.5276
Email: alighanshriners@atlanticbhn.net

January 23, 2023

Mr. Jeff Silka
City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

Dear Mr. Silka:

This letter constitutes Ali Ghan Country Club Inc., request to have an 8,848 +/- acre parcel of land it owns annexed into the City of Cumberland. I have attached a similar letter you received from Burgmeier's Hauling; Inc. dated November 22, 2022. Since the subject parcel remains titled in the name of Ali Ghan Country Club, Inc., it is the party that must make the request for annexation.

This request covers the very same property as the parcel described in the attachments to the aforesaid November 22, 2022 letter from Burgmeier's. Therefore, we incorporate the letter and the attachments thereto herein.

Please call if you have any questions regarding the subject matter of this letter.

Sincerely,

Michael Starliper
Potentate

BURGMEIER'S HAULING, INC.

INDUSTRIAL, COMMERCIAL, RESIDENTIAL,
RECYCLING & RECYCLING CONSULTANT
(814) 943-8975

DAVID M. BURGMEIER
President

1356 OLD SIXTH AVE. ROAD

PO BOX 159 1

BELLWOOD, PA 16617

November 22, 2022

City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
Attn: Mr. Jeffrey F. Silka, City Administrator

RE: Request for Annexation
Portion of the Ali Ghan Country Club Property

Dear Mr. Silka:

On behalf of Burgmeier Real Estate Company of Maryland, please allow this letter to serve as our written request to have a portion (8.848 acres) of the Ali Ghan Country Club property annexed from the County of Allegany into the City of Cumberland. In support of this request, I have attached hereto a survey plan showing the areal extent of the annexation along with a metes and bounds description of the parcel to be annexed.

If you should have any questions or require any additional information in support of the annexation process, please let me or our consultant (Jim Young, Stiffler, McGraw & Associates, Inc.) know.

Sincerely,


David Burgmeier

MB/jdy
Enclosures

Service & Satisfaction Guaranteed

EXHIBIT D

NOTICE OF PUBLIC HEARING

- ANNEXATION RESOLUTION -

******* INSERT PUBLIC HEARING NOTICE HERE *******

NOTICE IS HEREBY GIVEN that Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, (the City of Cumberland) will conduct a public hearing in the Council Chambers of City Hall, 2nd Floor, City of Cumberland City Hall, 57 N. Liberty Street, Cumberland, MD 21502 on May 2, 2023, at 6: 15 p.m., or as soon thereafter as it may be held, on a Resolution introduced for the purpose of enlarging the corporate boundaries of Mayor and City Council of Cumberland to be extended to include that area hereinafter particularly described as:

ALL that certain piece, parcel, or tract of land, situate in the County of Allegany, State of Maryland, bounded and described as follows:

BEGINNING AT A POINT on the common boundary line of lands now or formerly of Love's Travel Stops & Country Store, Inc. and lands now or formerly of Ali Ghan Country Club, said point being marked with an iron pin and cap stamped "Coughenour", said point also being on the corporate boundary of the City of Cumberland and Allegany County; thence from said point of beginning through lands of the aforementioned Ali Ghan Country Club the following seven courses and distances:

1. North 31°16'33" East, 331.45' to an existing 5/8 inch rebar;
2. North 36°47'08" East, 129.24' to an existing 5/8 inch rebar;
3. North 46°56'23" East, 87.41' to an existing 5/8 inch rebar;
4. North 67°27'30" East, 91.05' to an existing 5/8 inch rebar;
5. North 87°12'53" East, 136.77' to an existing 5/8 inch rebar;
6. North 41°06'31" East, 65.66' to a set iron pin and cap;
7. North 14°12'14" East, 21.89' to a set iron pin and cap on the southerly right-of-way line of MD 144;

Thence along said southerly right-of-way line of MD 144 the following three courses and distances:

1. North 88°08'26" East, 13.44' to a point;
2. North 80°32'38" East, 45.55' to a set iron pin and cap;
3. South 88°04'12" East, 41.01' to a set iron pin and cap on the westerly line of lands now or formerly of Love's Travel Stops & Country Store, Inc.

Thence along the westerly line of Love's Travel Stops & Country Store, Inc. the following eight courses and distances:

1. South 26°54'37" East, 97.51' to a set iron pin and cap;
2. South 37°15'19" East, 54.20' to a set iron pin and cap;
3. South 52°15'19" East, 75.90' to a set iron pin and cap;
4. South 24°16'25" East, 60.79' to a set iron pin and cap;

5. South 0°29'41" West, 177.70' to a set iron pin and cap;
6. South 2°16'16" West, 64.16' to a set iron pin and cap;
7. South 2°21'45" West, 214.42' to an existing 5/8" rebar;
8. North 81°35'47" West, 839.97' to an iron pin with cap stamped "Coughenour", the point and place of beginning.

Containing 8.848 acres as shown on "Annexation Plan" prepared by Stiffler, McGraw and Associates, Inc., dated November 22, 2022.

ALL OF THE ABOVE being part of the lands described in (i) the Deed from Harry B. Carleton, et al. to Ahi Ghan Country Club dated February 13, 1932 and recorded among the Land Records of Allegany County Maryland in Deed Liber 167, folio 188, and (ii) the Deed from State of Maryland and Board of Public Works of Maryland to Ali Ghan Club, Inc. dated July 8, 2003 and recorded among the Land Records of Allegany County Maryland at Deed Liber 719, folio 882. The said lands are identified on Allegany County Tax Map 16 as Parcel 5 and as Tax Identification Number 22- 002627.

TOGETHER WITH AND SUBJECT TO any restrictions, reservations, covenants, right of ways, et cetera as of record, and as shown on the aforesaid plat.

SAID RESOLUTION proposes to extend the boundaries of the City of Cumberland to include the aforesaid area, and that said area and persons and/or establishments residing therein shall become subject to all of the laws, ordinances and regulations of said City of Cumberland, Maryland.

Mayor and City Council of Cumberland

/s/ Raymond M. Morriss, Mayor

AN ANNEXATION PLAN PERTAINING TO THE PROPOSED ANNEXATION OF
LAND BY THE CITY OF CUMBERLAND, MARYLAND

March 21, 2023

Pursuant to the provisions of Section 4-415 of the Land Use Article of the Annotated Code of Maryland, as amended, the following document constitutes a proposed Annexation Plan for the area proposed to be annexed into the corporate boundaries of Mayor and City Council of Cumberland (the “City”), a municipal corporation, existing under and by virtue of the laws of the State of Maryland. Municipal services (excluding sewer service) will be provided to the area to be annexed on the same terms and conditions as provided to the other residents of the City. The parcel will be eligible to receive aforesaid City services upon the effective date of its annexation by the City. A copy of the Annexation Resolution is attached to this Annexation Plan.

AREA TO BE ANNEXED

The area to be annexed (hereinafter referred to as the “Annexation Parcel”) encompasses approximately 8.848 acres of land which are part of the larger parcel of land which is located at 13100 Ali Ghan Road, NE, Cumberland, MD 21502 in Election District No. 22 that consists of 29.167 (+/-) acres and is identified as Allegany County Tax Account Number 22-002627. The said larger parcel of land is described in the Deed from Harry B. Carleton, et al. to Ali Ghan Country Club dated February 13, 1932 and recorded among the Land Records of Allegany County Maryland in Deed Liber 167, folio 188, and the Deed from State of Maryland and Board of Public Works of Maryland to Ali Ghan Club, Inc. dated July 8, 2003 and recorded among the Land Records of Allegany County Maryland in Deed Liber 719, folio 882. The entire Annexation Parcel is situated contiguous to and adjoining the corporate limits of the City and is more fully described and depicted in the Resolution of Annexation.

The Annexation Parcel is located on the south side of MD Route 144 (Ali Ghan Road), adjacent to the property owned by Loves Travel Stops & Country Stores, Inc. to the east, and the property owned by Willison Oil, Inc. to the west. The current (pre-redevelopment) setting of the Annexation Parcel can best be described as an area of mixed commercial, institutional, and low-density residential uses.

LAND USE AND ZONING

The Annexation Parcel is not specifically designated for a future land use classification by the 2002 or 2014 Comprehensive Plan for Allegany County. However, it does fall within the City’s Municipal Growth Area as shown on Map 10 on page 151 of the City-Wide Element of the City’s Comprehensive Plan. See attached Exhibit 1.

The only institutional use, as that term is defined in the County Zoning Ordinance, is the larger parcel of land, which includes the Annexation Parcel, which is the site of the Ali Ghan Shrine, a fraternal organization.

The Annexation Parcel is subject to the terms of the Commercial Real Estate Purchase Agreement by and between Ali Ghan Shriners Holding Corporation FKA Ali Ghan Club, Inc. and Ali Ghan Country Club to Burgmeier Real Estate Company of Maryland, Inc. dated August 18, 2021, pertaining to the latter's purchase of the Annexation Parcel from the former. Burgmeier intends to use the Annexation Parcel as a motor freight terminal (i.e., a freight transfer station) in connection with its solid waste removal business. Closing under the terms of the Commercial Real Estate Purchase Agreement is contingent upon annexation.

The Annexation Parcel is currently zoned as "B-2" Major Commercial under the Allegany County Zoning Ordinance, which permits a wide range of commercial, institutional, and professional uses. The property is located adjacent to highway commercial uses extending along MD Route 144 within and outside of the City.

A freight transfer station is planned for the Property. The Use Regulations set forth in Section 25-132 of the City Zoning Ordinance (Chapter 25 of the Cumberland City Code) permit motor freight terminals exclusively within the I-G (Industrial General) Zoning District. Accordingly, the City plans to designate the property as I-G. It is the City's determination that the County zoning classification and the proposed zoning in the City are consistent. The City's proposed zoning is also consistent with adjoining parcels along MD Route 144 that are currently located within the City limits.

The largest adjoining parcel abuts the eastern side of the Annexation Parcel. It is owned by Loves Travel Stops & Country Stores, Inc. There is a motel and a truck stop at the Loves site. Interstate 68 is in close proximity to on-ramps and off-ramps for I68. A significant volume of truck and car traffic come to and from the Loves property.

Just like the Loves site, truck traffic, albeit a much smaller amount of truck traffic. Given the nature of the proposed use of the Annexation Parcel, such easy access to the Interstate makes the Annexation Parcel the ideal location for the proposed freight transfer station use of that property. The proposed use will be significantly less intense and continuous than the use conducted at the Loves parcel.

PUBLIC FACILITIES

Schools

Allegany County, Maryland maintains the schools that serve the area, and it is not anticipated that any impact will occur to the Allegany County public schools, which are located in the City of Cumberland. The Annexation Parcel is not intended to be developed or used for residential uses. Neither Allegany County nor the City of

Cumberland currently have an adequate public facilities ordinance or an impact fee ordinance to allocate school capacity.

Health Facilities

The Western Maryland Regional Medical Center is located at 12500 Willowbrook Road, within two (2) miles of the Annexation Parcel. This is the hospital that primarily serves Allegany County, including but not limited to the Annexation Parcel and the surrounding area. While it is conceivable that employees working at the Annexation Parcel could require medical care while on the job. Such potential medical care can be provided by the Western Maryland Regional Medical Center.

Library

The annexation will have no adverse impact upon the library services provided by the two (2) Allegany County-owned libraries in the City. The Annexation Parcel will not be developed or used for residential purposes.

Fire

The City of Cumberland Fire Department provides full-time emergency medical services and provides ambulances to service properties within its municipal boundaries. Its main station at 20 Bedford Street, Cumberland, MD 21502 is located approximately three (3) miles from the Annexation Parcel. Existing pressurized fire hydrants served by the City's water system are located along the water main that was extended to the Annexation Parcel in order to serve the adjoining Loves travel plaza.

The scope of this annexation will have no adverse impact upon the full-time City of Cumberland Fire Department.

Public Safety-Police

The City of Cumberland maintains a public police department of 51 sworn officers and 55 total employees. The annexation will have no adverse impact upon the department's public safety functions.

Recreational Facilities

The annexation will have no adverse impact upon the City's park and recreation facilities as the Annexation Parcel will not be developed or used for residential uses purposes.

PUBLIC UTILITIES

The Annexation Parcel will be provided with City water. Sewerage services will be provided by Allegany County.

The City-owned Water Treatment Facility located in Bedford County, PA supplies water to the City. The facility consists of a total capacity of 3.2 billion gallons in reservoirs in a 4,000-acre watershed. The proposed development of the site should not result in a significant change in current water demand from the Annexation Parcel. Sufficient capacity exists within the system to serve the Annexation Parcel.

CONSISTENCY WITH MUNICIPAL GROWTH ELEMENT OF CITY COMPREHENSIVE PLAN

The proposed use of the Annexation Parcel is consistent with the Municipal Growth Element of the City's Comprehensive Plan (the "Plan").

In addressing future industrial land use within the City, the Plan states:

I – Industrial – This category encompasses the city's remaining industrial uses and represent areas with a strong potential for future light industrial and manufacturing operations. They tend to be located in areas convenient to major Arterial highways and rail transportation. (*See Plan, Vol. 2, page 149*).

Thus, the Plan includes the acknowledgment that industrial uses tend to be located and are appropriately located in areas like that where the Annexation Parcel is located.

The Annexation Plan section of the Municipal Growth Element of the Plan provides that:

The overarching goal of this annexation plan is to identify adjoining land areas with strong potential for future growth that will provide opportunities for land uses that may not fit well into the city's existing developed lands. (Id., page 152).

Map 10 of the Plan (*See attached Exhibit 1*) shows the areas the City has targeted for annexation. The Annexation Parcel is located within the target growth areas.

ANNEXATION RESOLUTION

The Annexation Resolution is attached hereto and incorporated by reference herein as Attachment 1.

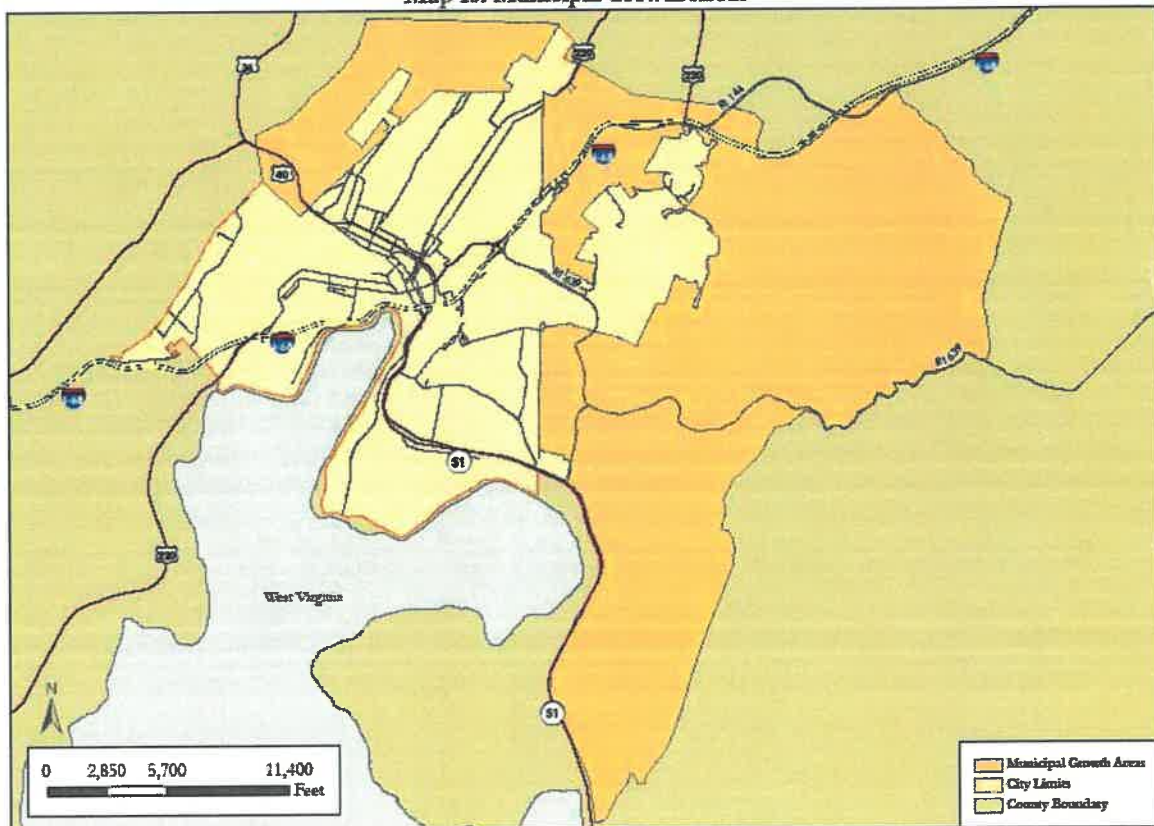
Exhibit 1

2013 Comprehensive Plan: City-Wide Element#

land to retain and infiltrate the stormwater runoff generated by the proposed development. That capacity is very difficult to reliably project on lands with extreme topographical and hydrologic constraints without a detailed survey and engineering assessment.

Future annexation opportunities within the western sections of the potential annexation area (along the slopes of Haystack Wills Mountain) are most likely to be driven by this need or will occur in response to the plan's recommendation to incorporate the remaining undeveloped lands along the mountainsides to provide expanded protection of the scenic amenity afforded by the forested slopes adjoining the Narrows. Annexations in these areas, if they occur, are not expected to satisfy a significant amount of the city's potential growth over the next 20 years, due to the limited number of existing residential lots within those areas and the desire for expanded protection of the slopes that serve as the rural transitional buffer on the city's west side. However, since portions of the Wills Mountain summit adjacent to the Narrows are owned by Maryland DNR as part of the undeveloped Wills Mountain State Park (which the city leases from DNR), annexation of that property may help satisfy the State's land-based standards for recreational open space.

Map 10: Municipal Growth Areas



ATTACHMENT 1

- ANNEXATION RESOLUTION NO. _____ -

******* INSERT ANNEXATION RESOLUTION HERE *******

File Attachments for Item:

. Order 27,223 - authorizing the execution of Outdoor Dining Lease Agreements with Ristorante Ottaviani, Culinary Innovation Associates (Mise En Place) and Azad's of Cumberland for the use of the public right of way immediately in front of and adjacent to each property for outside cafe dining for a one (1) year term effective May 1, 2023 through May 31, 2024

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,223

DATE: May 2, 2023

ORDERED, By the Mayor and City Council of Cumberland, Maryland,

THAT, the Mayor be and is hereby authorized to execute Outdoor Dining Lease Agreements by and between the Mayor and City Council of Cumberland and:

Ristorante Ottaviani

Culinary Innovation Associates (Mise En Place)

Azad's of Cumberland

detailing terms for the use of the public right-of-way immediately in front of and adjacent to each property for outside café dining for a one (1) year term effective May 1, 2023 through May 31, 2024.

Raymond M. Morriss, Mayor

THIS LEASE AGREEMENT ("Lease") is made and executed this _____ day of _____, 2023, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and **RISTORANTE OTTAVIANI, L.L.C.** ("Lessee").

WHEREAS, Lessee operates a restaurant at 25 N. Centre Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the restaurant;

WHEREAS, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its restaurant; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way as shown on the attached map (**Exhibit I**), and hereinafter referred to as the "Demised Premises," the corners of which shall be marked by the Lessee subject to the approval of the City. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modification as directed by the City during the term of this Lease.

2. **Term**. The term of this lease shall commence on May 1, 2023, and shall terminate on May 31, 2024, unless sooner terminated as provided for herein.

3. **Use of Property**. The Demised Premises shall be occupied and used by Lessee so as to provide outdoor café dining to Lessee's restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

Lessee shall have the right to place its chairs, tables and other furnishings in the Demised Premises during the hours of 4:00 p.m. to 1:00 a.m. They shall be removed therefrom at all other times. At those other times, members of the public shall have free and unfettered use of the Demised Premises subject to any limitations that may be imposed by applicable law. During the hours of 4:00 p.m. through 1:00 a.m., members of the public may traverse the Demised Premises by means of the approximately 5-foot wide pathway shown on the Exhibit I attached hereto.

Lessee shall not make any alterations, additions or improvements to the Demised Premises without Landlord's prior written approval, which approval may be withheld for any reason or no reason at all. Lessor shall repair any damages the Demised Premises sustains on account of the Lessee's alterations, additions or improvement to the Demised Premises, said repairs to be performed in such a manner as to restore the Demised Premises to at least as good of a condition as it was in prior to the damage.

4. **Special Events.** The City shall be entitled to suspend Lessee's use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent.** Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee.

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules And Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or sublet by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. **Insurance.** So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and property damage occurring on the Demised Premises which shall include the "MAYOR AND CITY COUNCIL" as an additional insured. Such policy shall have minimum single combined liability limits of One

Million Dollars (\$1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

15. Indemnification. Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

16. Default. After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

17. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee's right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

18. Other Remedies. Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

19. **Waiver.** One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

20. **Notice.** Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:

Jeffrey Silka
City Administrator
57 N. Liberty Street
Cumberland, MD 21502

To Lessee:

Toni Ottaviani
Ristoranti Ottaviani, L.L.C.
25 N. Centre Street
Cumberland, MD 21502

21. **Governing Law.** The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

22. **Gender/Tense/Conjugation.** The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

23. **Captions.** The marginal captions of this Lease are for convenience only and in no way define or limit the intents, rights or obligations of the parties hereunder.

23. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

24. **Jury Trial Waiver.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR

PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS LEASE.

25. Entire Agreement. This Lease contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

26. Binding Effect. This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

27. Public Health Contingencies. The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and federal governments, including, but not limited to, those pertaining to the COVID-19 pandemic and/or other public health issues and including those which are presently existing and such measures passed or issued in the future.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison K. Layton, City Clerk

By:

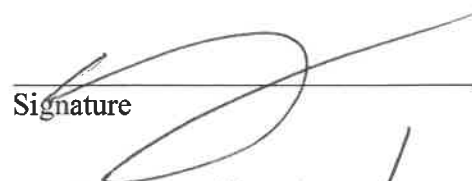
Raymond M. Morriss, Mayor

RISTORANTE OTTAVIANI, L.L.C.

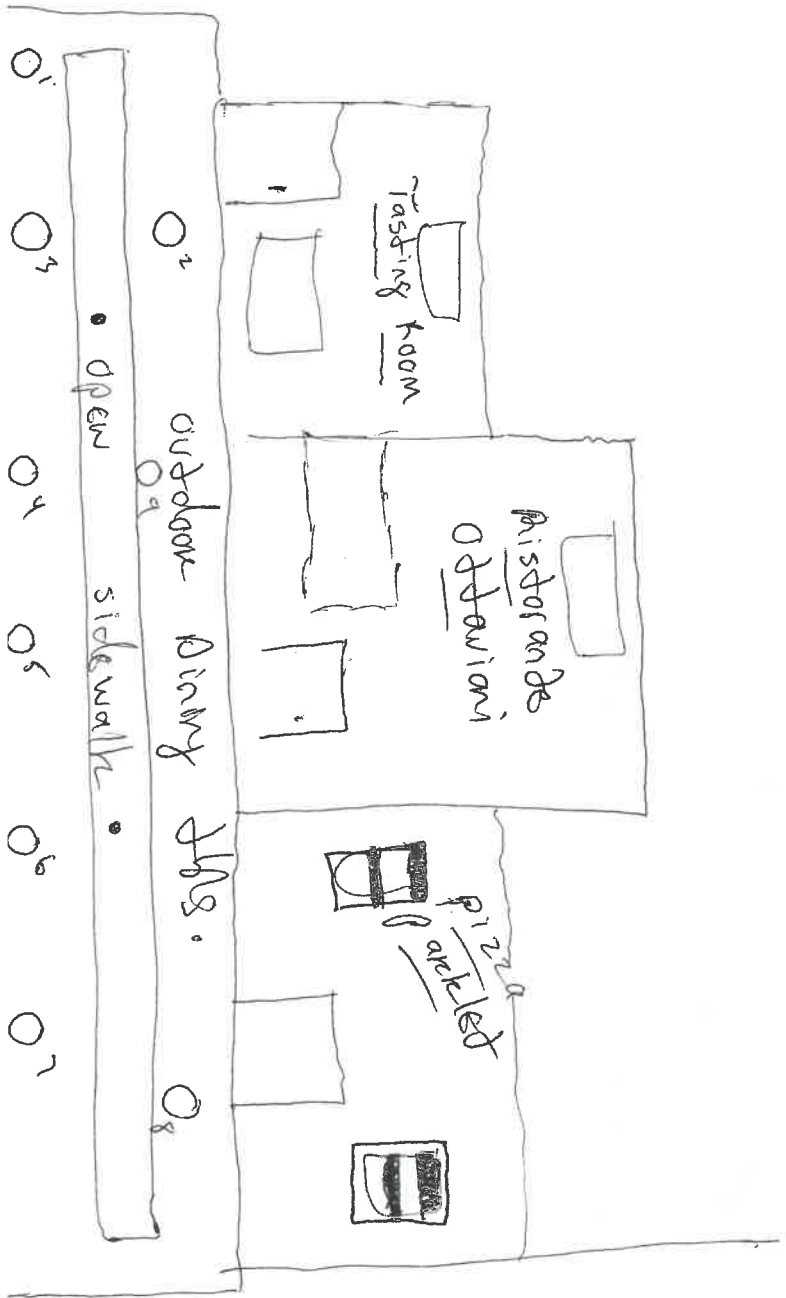
By:

Signature

Printed name and title


Tony Ottaviani / owner

center
↑



approx
40'
across
10'
out



100 Erie Ins. Pl. • Erie, PA 16530

CERTIFICATE OF INSURANCE**- THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY -****CERTIFICATE HOLDER COPY**

NAME AND NUMBER OF AGENCY AMERICAN INSURANCE CENTER LLC 1 BARTON PLZ PINTO, MD 21556-0000	BB3331 301-729-1201	DATE ISSUED 12/11/2022	NAME AND ADDRESS OF CERTIFICATE HOLDER MAYOR AND CITY CITY COUNCIL OF CUMBERLAND MARYLAND 57 N LIBERTY ST COUNCIL CHAMBERS CUMBERLAND MD 21502-
NAME AND ADDRESS OF NAMED INSURED RISTORANTE OTTAVIANI, LLC. 25 N CENTRE ST CUMBERLAND MD 21502-2305			

This is to certify that policies, as indicated by Policy Number below, are in force for the Named Insured at the time that the certificate is being issued.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS OF INSURANCE	
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM GEN'L AGGREGATE LIMIT APPLIES PER: POLICY	Q971451739	01/13/2023	01/13/2024	EACH OCCURRENCE	\$ 1000000
				FIRE DAMAGE (Any one premises)	\$ 1000000
				MED EXP (Any one person)	\$ 5000
				PERSONAL & ADV INJURY	\$ 1000000
				GENERAL AGGREGATE	\$ 2000000
				PRODUCTS-COMP/OP AGG	\$ 2000000
				BODILY INJURY (EACH PERSON)	\$
				BODILY INJURY (EACH ACCIDENT)	\$
				PROPERTY DAMAGE	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$
				EACH OCCURRENCE	
				AGGREGATE	
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Q906500360	06/15/2022	06/15/2023	STATUTORY	
				BODILY INJURY BY	ACCIDENT DISEASE \$ 100000 DISEASE \$ 500000 DISEASE \$ 100000
					EACH ACCIDENT POLICY LIMIT EACH EMPLOYEE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**CANCELLATION:** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

THIS CERTIFICATE IS ISSUED FOR INFORMATION PURPOSES ONLY AND CONFERS NO RIGHTS ON THE CERTIFICATE HOLDER. IT DOES NOT AFFIRMATIVELY OR NEGATIVELY LIST, AMEND, EXTEND OR OTHERWISE ALTER THE TERMS, EXCLUSIONS AND CONDITIONS OF INSURANCE COVERAGE CONTAINED IN THE POLICY(IES) INDICATED ABOVE. THE TERMS AND CONDITIONS OF THE POLICY(IES) GOVERN THE INSURANCE COVERAGE AS APPLIED TO ANY GIVEN SITUATION. LIMITS SHOWN MAY HAVE BEEN REDUCED BY CLAIMS PAID. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND CERTIFICATE HOLDER.

ERIE INSURANCE**SEE REVERSE SIDE**AUTHORIZED
REPRESENTATIVE*Marc Cipriani*

COMPLETE NAME AND ADDRESS OF CERTIFICATE HOLDER OR ADDITIONAL INSURED

MAYOR AND CITY CITY COUNCIL OF
CUMBERLAND MARYLAND
57 N LIBERTY ST
COUNCIL CHAMBERS
CUMBERLAND MD 21502

THIS LEASE AGREEMENT ("Lease") is made and executed this _____ day of _____, 2022, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and Culinary Innovation Associates ("Lessee").

WHEREAS, Lessee operates a restaurant at 30 N. Centre Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the restaurant;

WHEREAS, Lessee wishes to expand its operation to include outside café dining on a portion of the public right-of-way adjacent to its restaurant; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Demise.** The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's restaurant, the area of which encompasses that portion of the right-of-way directly to a depth of 13 FEET 7 Inches and length of 22 FEET, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit 1. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **Term.** The term of this lease shall commence on May 1, 2023, and shall terminate on May 31, 2024, unless sooner terminated as provided for herein.

3. **Use of Property.** The Demised Premises shall be occupied and used by Lessee so as to provide outdoor café dining to Lessee's restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

4. **Special Events.** The City shall be entitled to suspend Lessee's use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent.** Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee. Any such beverages to be consumed with the Demised Premises shall be served in non-breakable containers. Glass bottles or glasses are not permitted in the area of the Demised Premises.

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules and Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment and Subletting.** This Lease and the rights granted hereby shall not be assigned or subletted by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. **Insurance.** So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and property damage occurring on the Demised Premises which shall include the City as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars (\$1,000,000.00) and shall be written on an occurrence basis. The insurance policy will name the "MAYOR AND CITY COUNCIL OF CUMBERLAND" as the Certificate Holder and as an additional insured, and will include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

20. **Notice.** Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:

Jeffrey Silka
City Administrator
57 N. Liberty Street
Cumberland, MD 21502

To Lessee:

John W. McConnell, Jr.
Heather L. McConnell
30 N. Centre Street
Cumberland, MD 21502

21. **Governing Law.** The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

22. **Gender/Tense/Conjugation.** The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

23. **Captions.** The marginal captions of this Lease are for convenience only and in no way define or limit the intents, rights or obligations of the parties hereunder.

23. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

24. **Jury Trial Waiver.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS LEASE.

25. **Entire Agreement.** This Lease contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

26. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

27. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and federal governments, including, but not limited to, those pertaining to the COVID-19 pandemic and/or other public health issues and including those which are presently existing and such measures passed or issued in the future.


28. **Baltimore Street Redevelopment Project.** The terms and conditions of this Lease are subject to alteration and/or suspension if and when such action is deemed necessary to accommodate construction during the planned Baltimore Street Redevelopment Project.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor


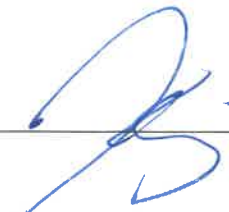
ATTEST:



Allison K. Layton
City Clerk



WITNESS

LESSEE

15. Indemnification. Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

- a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;
- b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or
- c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

16. Default. After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

- a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.
- b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.
- c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

17. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee's right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

18. Other Remedies. Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

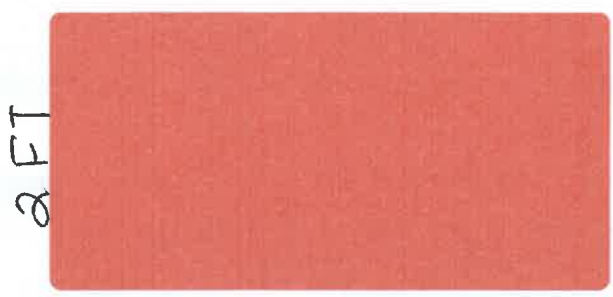
19. Waiver. One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

Front Door

2nd Door

13ft 7 inches

2ft x 2ft
Table



4ft

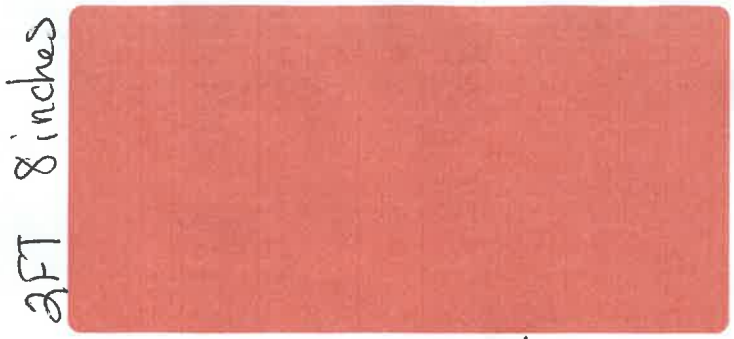
13ft 7 inches



4ft

2ft

2ft x 2ft
Table



5 1/2 ft

2ft 8 inches

10ft 2 inches

Walk Way



22 FT



Erie
Insurance

CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY)
4/13/23

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY DUCKWORTH INS SERVICE INC 14831 BROADWAY ST MIDLAND, MD 21532 8007189740		AGENT'S NO. BB3065		COMPANY(IES) AFFORDING COVERAGE Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable) Erie Indemnity Co., Attorney-in-Fact in NY Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY	
NAME AND ADDRESS OF NAMED INSURED MISE EN PLACE 30 N CENTRE ST CUMBERLAND, MD 21502				This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.	
This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.					
CO-INSURED E	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q45 1751019	9/17/23	9/17/24	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any One Fire) \$ 1,000,000 MED EXP (Any One Person) \$ 5,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE				BODILY INJURY (EACH PERSON) \$ BODILY INJURY (EACH ACCIDENT) \$ PROPERTY DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$
<input type="checkbox"/>	EXCESS LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
<input type="checkbox"/>	WORKERS COMPENSATION & EMPLOYERS LIABILITY				STATUTORY BODILY INJURY BY ACCIDENT \$ EACH ACCIDENT DISEASE \$ POLICY LIMIT DISEASE \$ EACH EMPLOYEE
<input type="checkbox"/>	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS MAYOR AND CITY COUNCIL OF CUMBERLAND ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY COVERAGE WHEN REQUIRED BY WRITTEN CONTRACT.					

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

NAME AND ADDRESS OF CERTIFICATE HOLDER MAYOR & CITY COUNCIL OF CUMBERLAND 57 N LIBERTY ST CUMBERLAND, MD 21502	AUTHORIZED REPRESENTATIVE
---	-------------------------------

THIS LEASE AGREEMENT ("Lease") is made and executed this _____ day of _____, 2023, be and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the "City") and Fairfax Rug Company/Gholamreza Azadarmaki dba Azad's of Cumberland ("Lessee").

WHEREAS, Lessee operates an establishment at 37 N. Centre Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the establishment;

WHEREAS, Lessee wishes to expand its operation to include outside seating on a portion of the public right-of-way adjacent to its establishment; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for outdoor seating.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Demise**. The City hereby leases to Lessee a certain parcel of property located on the public right-of-way adjacent to Lessee's establishment the area of which encompasses that portion of the right-of-way directly to a depth of 14 Feet and width of 29.5 Feet, the corners of which shall be marked by the Lessee subject to the approval of the City, which leased parcel of land (hereinafter referred to as the "Demised Premises") is shown on the plat/drawing attached hereto and incorporated by reference herein as Exhibit I. Notwithstanding the foregoing, Lessee shall be responsible for allowing pedestrian traffic to pass through the Demised Premises at a location or locations to be approved by the City or as directed by the City, subject to modifications as directed by the City during the term of this Lease.

2. **Term**. The term of this lease shall commence on May 1, 2023 and shall terminate on May 31, 2024 unless sooner terminated as provided for herein.

3. **Use of Property**. The Demised Premises shall be occupied and used by Lessee so as to provide outdoor seating to Lessee's customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

4. **Special Events**. The City shall be entitled to suspend Lessee's use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent**. Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off the premises of the Lessee.

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's establishment. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules And Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or subletted by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

12. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

13. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

14. **Insurance.** So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and property damage occurring on the Demised Premises which shall include the "**Mayor and City Council of Cumberland**" as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars (\$1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of

the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

15. Indemnification. Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

16. Default. After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its establishment located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

17. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee's right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

18. Other Remedies. Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

19. **Waiver.** One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

20. **Notice.** Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:

Jeffrey Silka
City Administrator
57 N. Liberty Street
Cumberland, MD 21502

To Lessee:

Dave Love
Azad's of Cumberland at the Tilly Gallery
37 N. Centre Street
Cumberland MD 21502

21. **Governing Law.** The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

22. **Gender/Tense/Conjugation.** The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

23. **Captions.** The marginal captions of this Lease are for convenience only and in no way define or limit the intents, rights or obligations of the parties hereunder.

23. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

24. **Jury Trial Waiver.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS LEASE.

25. **Entire Agreement.** This Lease contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

26. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

27. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and federal governments, including, but not limited to, those pertaining to the COVID-19 pandemic and/or other public health issues and including those which are presently existing and such measures passed or issued in the future.

28. **Baltimore Street Redevelopment Project.** The terms and conditions of this Lease are subject to alteration and/or suspension if and when such action is deemed necessary to accommodate construction during the planned Baltimore Street Redevelopment Project.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

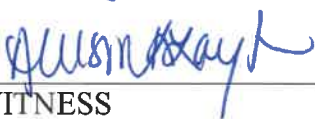
MAYOR AND CITY COUNCIL
OF CUMBERLAND

By: _____
Raymond M. Morriss, Mayor

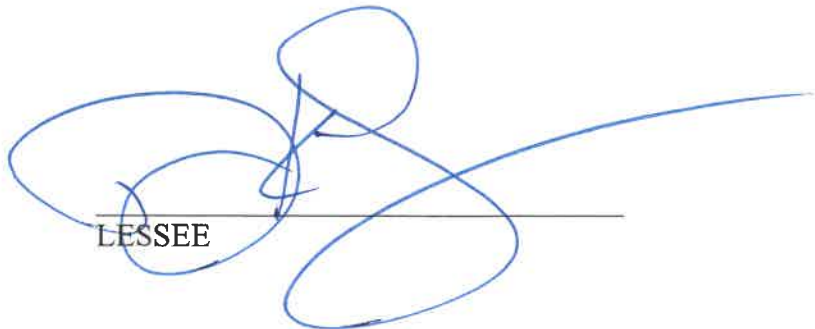
ATTEST:

Allison K. Layton
City Clerk

WITNESS

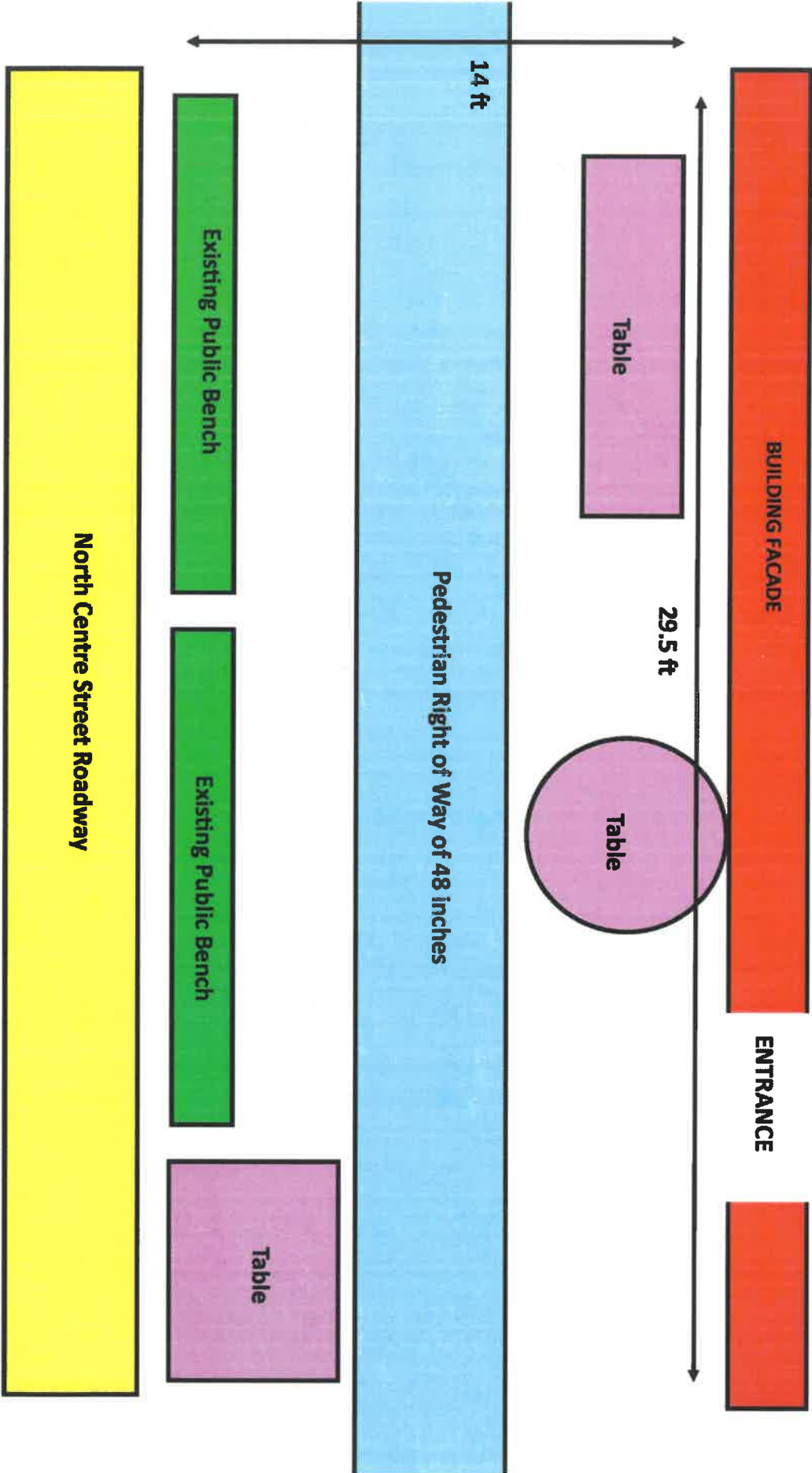


LESSEE



35-37 North Centre Street

Outdoor Patio Area for Lease Agreement with City of Cumberland &
Fairfax Rug Company dba Azad's of Cumberland "The Lanai"



Corporate Name: Fairfax Rug Company/ Gholamreza Azadarmaki dba Azad's of Cumberland (Fed Tax ID 54 1958491)

Building Owner: Gholamreza Azadarmaki

Operating Partner: Dave Love (Contact)

Contact Phone Number: 301.723.0818

Contact Email: david.kyle.love@gmail.com or azadsofumberland@gmail.com

Space of outside: 14x23.5ft with a 48 inch pedestrian pathway

Liability Insurance Policy: TRAVELERS CASUALTY INSURANCE Policy 3G951234 through CBIZ (copy to be emailed by CBIZ by Thursday April 20, 2023)

File Attachments for Item:

. Order 27,224 - authorizing the execution of an Outdoor Dining Lease Agreement with Coachs Entertainment Enterprises, LLC (Mezzo's) for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a one (1) year term effective June 1, 2023 through May 31, 2024

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,224

DATE: May 2, 2023

ORDERED, By the Mayor and City Council of Cumberland, Maryland,

THAT, the Mayor be and is hereby authorized to execute Outdoor Dining Lease Agreements by and between the Mayor and City Council of Cumberland and:

Coachs Entertainment Enterprises, LLC (Mezzo's)

detailing terms for the use of the public right-of-way immediately in front of and adjacent to each property for outside café dining for a one (1) year term effective June 1, 2023 through May 31, 2024.

Raymond M. Morriss, Mayor

THIS LEASE AGREEMENT (“Lease”) is made and executed this _____ day of _____, 2023, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (the “City”) and **COACHS ENTERTAINMENT ENTERPRISES, L.L.C. T/A MEZZOS** (“Lessee”).

WHEREAS, Lessee operates a restaurant at 114 S. Centre Street, Cumberland, MD 21502;

WHEREAS, the City maintains and/or owns the public right-of-way immediately in front of the restaurant;

WHEREAS, Lessee wishes to expand its operation to include outside café dining on portions of the public right-of-way adjacent to its restaurant as well as for entertainment purposes on one of the aforesaid rights-of-way; and

WHEREAS, the City has determined that it is in the interest of the general public to permit the use of a portion of the right-of-way for café dining.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Demise**. Subject to the hereinafter set forth provisions, the City hereby leases to Lessee the following parcels of property located on the public rights-of-way adjacent to Lessee’s restaurant:

(a) The area measuring 6 feet in depth and 32 feet in width adjacent to the restaurant building on the South Centre Street side of the restaurant property; and

(b) The portion of the alley located on the northern side of the restaurant property, for the full width of the alley, running with the northeastern corner of the restaurant building through to S. Centre Street.

The demised parcels, being shown on the plat attached hereto as Exhibit 1, are hereinafter referred to collectively as the “Demised Premises” and the portion of the Demised Premises described in paragraph 1(b) above are hereinafter referred to as the “Alley Parcel.”

2. **Term**. The term of this lease shall commence on June 1, 2023, and shall terminate on May 31, 2024, unless sooner terminated as provided for herein.

3. **Use of Property**. The Demised Premises shall be occupied and used by Lessee so as to provide outdoor café dining to Lessee’s restaurant customers. Lessee agrees that, in its use of the Demised Premises, it will comply with all present and future valid local, state and federal laws, ordinances, rules and regulations related to the occupancy or use of the Demised Premises.

The Alley Parcel may be used for the aforesaid purposes on Fridays and Saturdays from 5 p.m. until midnight during the period of each year during the term of this Lease which falls between May 30 and October 31. In addition to the uses applicable to the Demised Premises as a whole, the Alley Parcel may be utilized for the purpose of provided entertainment for Lessee's customers; provided, however, that Lessee shall comply with all requests made by the City of Cumberland Police Department relative to noise control and it may, in its absolute discretion in the event there are noise issues or issues relative to the disorderly conduct of Lessee's patrons, direct that the use of the Alley Parcel be terminated on any particular evening for either outdoor dining, the provision of entertainment or for both purposes.

The Lessee shall coordinate its outdoor entertainment with the Downtown Development Commission so as to ensure that it does not interfere with outdoor entertainment provided by the Downtown Development Commission. To the extent that it interferes, it will not be permitted and shall be subject to being terminated by the City of Cumberland Police Department on any particular evening.

4. **Special Events.** The City shall be entitled to suspend Lessee's use of the Demised Premises during special events, such as Heritage Days, and shall give Lessee notice of such suspension at least ten (10) days prior to the scheduled event.

5. **Rent.** Lessee, in consideration of the leasing of the Demised Premises and the performance by the City of the covenants to be performed by it, agrees to pay rent to the City in the amount of One Dollar (\$1.00).

6. **Permits, Licenses, Fees.** In addition to the rent specified above, Lessee shall obtain all permits and licenses required by any laws, ordinances, rules or regulations of the City and/or any Federal, State or other governmental agency and shall pay all related fees. The execution of this Lease does not constitute permit approval or licensure by or on the part of the City.

7. **Demarcation / Alcoholic Beverages.** Lessee shall place stanchions and chains along the perimeter of the Demised Premises so as to control ingress and egress therefrom. Lessee shall be responsible for monitoring the area so as to assure that patrons do not take alcoholic beverages off of the Demised Premises. Any such beverages to be consumed within the Demised Premises shall be served in non-breakable containers. **Glass bottles or glasses are not permitted in the area of the Demised Premises.**

8. **Furnishings.** Lessee shall be responsible for providing all furnishing and equipment for use by its staff and patrons within the area of the Demised Premises. Any and all such furnishings must be approved by the City before use within said area. Said furnishings may only be placed on the Demised Premises during the hours of operation of Lessee's restaurant. At all other times, said furnishings must be stored in a neat and orderly manner.

9. **Rules And Regulations.** The City shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Demised Premises. Lessee shall faithfully observe and comply with such rules and regulations.

10. **Assignment And Subletting.** This Lease and the rights granted hereby shall not be assigned or sublet by Lessee except with the prior written consent of the City. Said consent may be withheld for any reason or no reason at all.

11. **Utilities, Construction of Improvements.** Lessee shall not construct any improvements in the area of the Demised Premises. The Demised Premises shall be subject to an easement in favor of the City and public and private utilities, including, but not limited to, gas, electric, and telephone service providers, for the full length and width of both parcels comprising the Demised Premises for any existing utility lines, for drainage and for the installation, repair, replacement and/or maintenance of any needed or existing utility lines and storm water management and sediment and erosion control devices and improvements.

12. **Termination.** Except as provided for hereinafter, either party shall have the right to cancel this Lease by giving the other thirty (30) days advance written notice.

13. **Right of Entry.** The City shall have the right to enter upon the Demised Premises at any time for the purpose of operating, maintaining, repairing, restoring or replacing any public utilities. It may also enter upon the Demised Premises for the purpose of inspecting it to ensure that Lessee is complying with its obligations under the terms of this Lease.

14. **Maintenance.** Lessee shall be responsible for keeping the Demised Premises and all items located therein in good condition and repair. The Demised Premises shall be kept free of garbage and refuse.

15. **Insurance.** So long as this Lease is in effect, Lessee shall, at its expense, maintain comprehensive general public liability insurance covering personal injury and property damage occurring on the Demised Premises which shall include the "Mayor and City Council of Cumberland" as an additional insured. Such policy shall have minimum single combined liability limits of One Million Dollars (\$1,000,000.00) and shall be written on an occurrence basis. The insurance policy shall include an endorsement requiring the insurer to provide the City with no less than thirty (30) days advance written notice of the cancellation of the policy. Immediately upon the execution of this Lease, Lessee shall provide the City with a certificate of insurance evidencing its compliance with the requirements of this section.

16. **Indemnification.** Lessee shall indemnify, hold harmless and defend the City, its officers, officials, agents, and employees from and against any and all any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, arising from, as a result of, or as an incident to:

a) Lessee's use of the Demised Premises or the conduct of its business on the Demised Premises;

b) any act or omission done, permitted or suffered by Lessee, its contractors, licensees, invitees, agents, representatives, or employees on or about the Demised Premises; or

c) any breach or default in the performance of any obligation of Lessee under the terms of this Lease.

16. Default. After the occurrence of any of the following events, the City shall have the right to terminate this Lease immediately:

a) In the event that Lessee shall fail to keep and perform, or shall violate the terms, covenants, and conditions of this Lease on its part to be kept and performed, and Lessee shall not have cured or corrected this failure within five (5) days after written notice shall have been given to Lessee.

b) If Lessee shall make an assignment for the benefit of its creditors, or shall file a petition in bankruptcy or shall be adjudged bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall, by operation of law, become vested in another person, firm or corporation, because of the insolvency of Lessee, or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this Lease.

c) In the event that Lessee shall vacate or abandon the Demised Premises (or its restaurant located adjacent thereto), or shall permit them to remain vacant and unoccupied without the consent of the City first obtained.

18. Repossession Upon Default. Upon the occurrence of any one or more of the events of default or the expiration of any termination notice, Lessee's right to possession of the Demised Premises shall terminate, and Lessee shall surrender possession of it immediately. In this event, Lessee grants to the City full and free license to enter into and upon the Demised Premises to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying it.

19. Other Remedies. Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity.

20. Waiver. One or more waivers of any term, covenant or condition of this Lease by the City shall not be construed to be a waiver of a further or subsequent breach of the same term, covenant or condition.

21. **Notice.** Except as otherwise provided herein, all notices required to be given by the parties to one another under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery or courier service) and addressed as follows:

To the City:

Jeffrey Silka
City Administrator
57 N. Liberty Street
Cumberland, MD 21502

To Lessee:

Daniel Bowser, Member
Coachs Entertainment Enterprises, L.L.C.
402 Wempe Drive
Cumberland, MD 21502

22. **Governing Law.** The laws and decisions of the State of Maryland shall govern and control the construction, enforceability, validity and interpretation of this Lease, and all other agreements, instruments, documents, exhibits, or schedules executed by the parties pertaining or relating to this Lease or the transactions contemplated herein. Any litigation arising out of this Lease or its terms shall be instituted in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto waive any objection to the venue of such proceedings being in said courts and they further waive any claims that such courts constitute inconvenient fora.

23. **Gender/Tense/Conjugation.** The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

24. **Captions.** The marginal captions of this Lease are for convenience only and in no way define or limit the intents, rights or obligations of the parties hereunder.

25. **Severability.** Should any provision of this Lease be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy, the parties intend that its remaining provisions shall nevertheless continue in full force and effect and be binding upon the parties and their respective successors and assigns.

26. **Jury Trial Waiver.** **THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS LEASE.**

27. **Entire Agreement.** This Lease contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

28. **Binding Effect.** This Lease shall inure to the benefit of the parties hereto and it shall be binding upon their respective personal representatives, heirs, successors and assigns.

29. **Public Health Contingencies.** The terms and conditions of this Lease are subject to all orders, ordinances, laws, statutes, rules and regulations of local, state and federal governments, including, but not limited to, those pertaining to the COVID-19 pandemic and/or other public health issues and including those which are presently existing and such measures passed or issued in the future.

30. **Baltimore Street Redevelopment Project.** The terms and conditions of this Lease are subject to alteration and/or suspension if and when such action is deemed necessary to accommodate construction during the planned Baltimore Street Redevelopment Project.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton
City Clerk

WITNESS

WITNESS

**COACHS ENTERTAINMENT
ENTERPRISES, LLC T/A MEZZOS**

By: _____
Daniel Bowser, Member

By: _____
Bernard Nichols, III, Member

S. CENTRE ST.

MEZZO's
Outdoor Dining
2023-2024

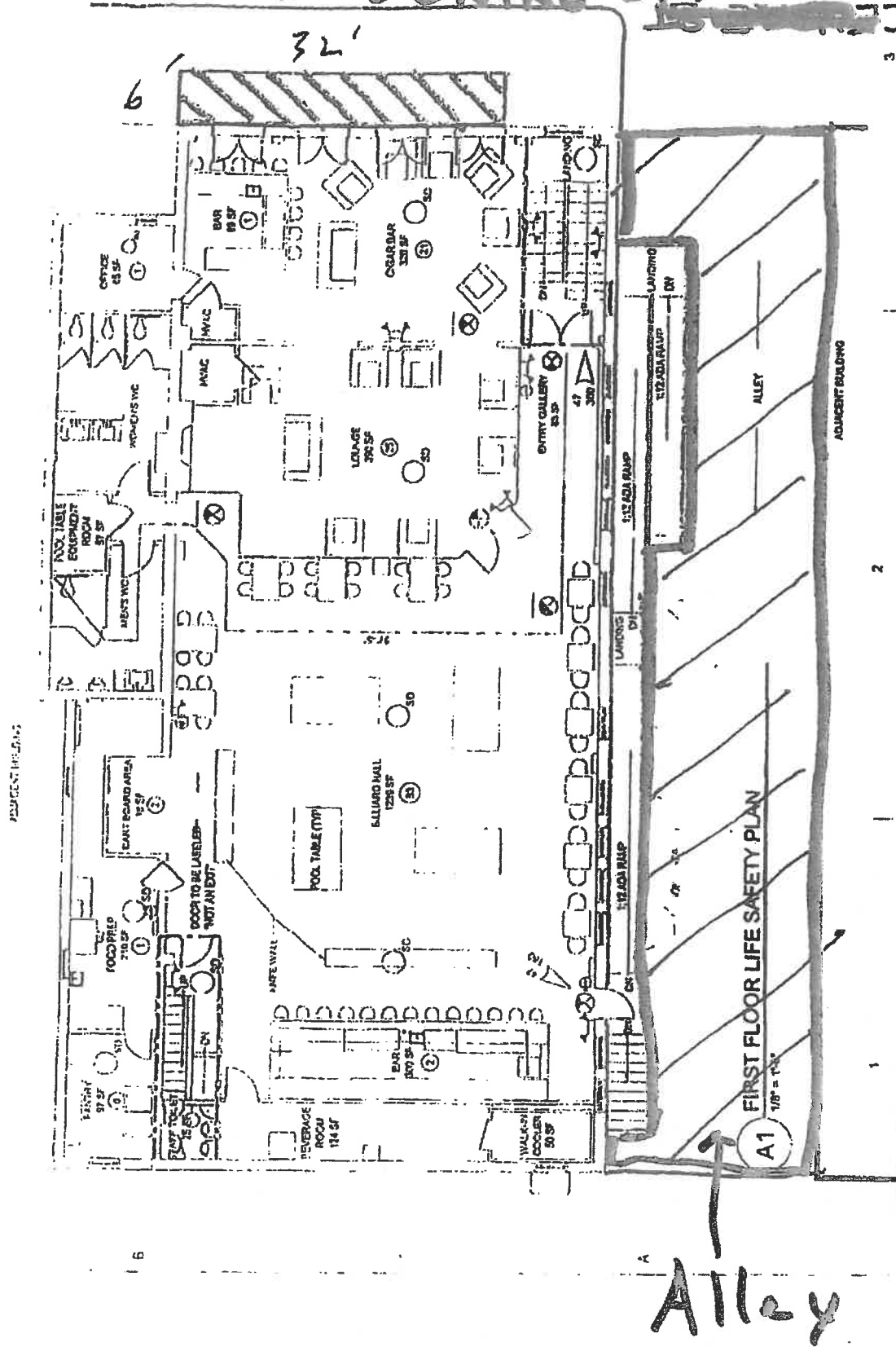


EXHIBIT 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KMK Insurance Agency 63 Henderson Ave Cumberland MD 21502		CONTACT NAME: Guest Guest PHONE (A/C, No, Ext): FAX (A/C, No): (301)724-8980 E-MAIL ADDRESS:	
INSURED Mezzos 114 S Centre Street Cumberland MD 21502		INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Group INSURER B: INSURER C: INSURER D: Erie Insurance Group INSURER E: INSURER F:	
		NAIC # 26263 26263	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	Q451150677	09/11/2022	09/11/2023	EACH OCCURRENCE \$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000					
	MED EXP (Any one person) \$ 5000					
	PERSONAL & ADV INJURY \$ 1000000					
						GENERAL AGGREGATE \$ 2000000
						PRODUCTS - COMP/OP AGG \$ 2000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	Q33-1170283	09/11/2022	09/11/2023	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$ 2,000,000					
	\$					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Q931100610	09/11/2022	09/11/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$ 100000					
	E.L. DISEASE - EA EMPLOYEE \$ 100000					
	E.L. DISEASE - POLICY LIMIT \$ 500000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: Mayor and City Council of Cumberland
57 N Liberty St
Cumberland MD 21502

CERTIFICATE HOLDER**CANCELLATION**

Mayor & City Council Of Cumberland
57 North Liberty St
Cumberland MD 21502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fax: Email:

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

File Attachments for Item:

. Order 27,225 - declaring 102-04-06 Altamont Terrace to be surplus property to offer for sale

- ORDER -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,225

DATE: May 2, 2023

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain parcels of property identified herein; and

WHEREAS, the Mayor and City Council have determined that these properties are no longer needed for any public use and will be offered for sale to the general public;

IT IS, THEREFORE, ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT:

1. The following properties are hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland:

1. 102-04-06 Altamont Terrace Tax ID No. 22-008536

2. After the passage of twenty (20) days from the date of this Order, the Mayor and City Council may pass an Ordinance authorizing the execution of a deed effecting the conveyance of any or all of the properties to a purchaser, and the City may proceed with the transfer of any or all of the properties in accordance with the terms of said Ordinance

Raymond M. Morriss, Mayor

Real Property Data Search ()
Search Result for ALLEGANY COUNTY

View Map

View GroundRent Redemption

View GroundRent Registration

Special Tax Recapture: None

Account Identifier: District - 22 Account Number - 008536

Owner Information

Owner Name: CUMBERLAND MAYOR AND CITY COUNCIL

Use: RESIDENTIAL

Principal Residence: NO

Mailing Address: 57 N LIBERTY ST
CUMBERLAND MD 21502-

Deed Reference: /02860/ 00162

Location & Structure Information

Premises Address: 102 ALTAMONT TER
CUMBERLAND 21502-0000

Legal Description: 102-04-06 ALTAMONT
TERR INTER UNION 76X93
ST 76X99

Map: 0105

Grid: 0015

Parcel: 0096

Neighborhood: 6050001.01

Subdivision: 0000

Section:

Block:

Lot:

Assessment Year: 2021

Plat No: Plat Ref:

Town: CUMBERLAND

Primary Structure Built 1900

Above Grade Living Area 3,118 SF

Finished Basement Area

Property Land Area 7,296 SF

County Use

Stories 2

Basement YES

Type END UNIT

Exterior BRICK/

Quality 3

Full/Half Bath 2 full

Garage

Last Notice of Major Improvements

Value Information

Base Value

Value

Phase-in Assessments

As of 01/01/2021

As of 07/01/2022

As of 07/01/2023

Land: 7,000

Improvements 2,000

Total: 9,000

Preferential Land: 0

6,500

2,000

8,500

0

8,500

Transfer Information

Seller: RILEY MATTHEW A

Date: 03/01/2023

Price: \$0

Type: NON-ARMS LENGTH OTHER

Deed1: /02860/ 00162

Deed2:

Seller: MARS ENTERPRISES INC

Date: 06/29/2007

Price: \$0

Type: NON-ARMS LENGTH OTHER

Deed1: /01401/ 00385

Deed2:

Seller: RILEY, PAUL E-HELEN E

Date: 04/16/1997

Price: \$19,000

Type: NON-ARMS LENGTH OTHER

Deed1: /00647/ 00886

Deed2:

Exemption Information

Partial Exempt Assessments:

County:

State:

Municipal:

Class

000

000

000

07/01/2022

0.00

0.00

0.00|0.00

07/01/2023

0.00|0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application

Date:

File Attachments for Item:

. Order 27,226 - declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap

- ORDER -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,226

DATE: May 2, 2023

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain vehicles and equipment that have been determined to be of no further value to the City; and

WHEREAS, the Mayor and City Council desire to dispose of said vehicles and equipment;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT, the following vehicles and equipment are hereby declared to be surplus property and authorized for sale, trade in or scrap:

<i>Unit</i>	<i>Department</i>	<i>Vehicle</i>	<i>VIN / Serial No.</i>
104	Water Dis.	2008 CHEVROLET COLORADO PICKUP TRUCK	1GCDT19E088183572
108	Engineering	2007 CHEVROLET TRAILBLAZER	1GNNDT13S372174615
308	Water Dis.	2013 CHEVROLET SILVERADO SERVICE BODY	1GB0KVCG6DF103057
503	P&R	2008 CHEVROLET SILVERADO CREW SERVICE BODY	1GBHC33K38F186509
507	P&R	2007 CHEVROLET 4X4 DUMP TRUCK	1GBJK34D07E170096
603	Sewer	2007 CHEVROLET SILVERADO 4WD	1GCHK29U87E171901
604	Sewer	2012 CHEVROLET SILVERADO 4WD	1GCPKPE7XCF218147

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,227 - accepting certain bids received for the "2023 Sale of Surplus Vehicles and Equipment on GovDeals" and rejecting all other bids

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,227

DATE: May 2, 2022

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the following bids received for the "2023 Sale of Surplus Vehicles and Equipment on GovDeals " be and are hereby accepted, and all other bids received be and are hereby rejected:

	Unit #	Year	Make	Bidder	Bid Amount
1.	720 - WWTP		Taylor Forklift	Matthew Schaedler	\$5,417.00
2.	Hoist 1 and 2 - WFP		Two Spacemaster EC 2 Ton Hoist	Michael Tyson	\$205.00
3.	EM - WWTP		Electric Motor	Marcelo Rascon	\$103.00
4.	DDC 446		Ingersoll Garden Tractor with Sweeper	Wayne Long	\$675.00
5.	DDC 4016		Ingersoll Garden Tractor with Plow	Steve Flanders	\$590.00
6.	John Deere 924-1 Flood		John Deer Rotary Mower	Lee Rosson	\$10,100.00
7.	246 - street (Roller)		Stow Econ R-2000 Roller	Turner Alther	\$1,275.00
8.	228 Dump Truck	2005	International 7400 4X4	Dave Burgmeier	\$20,225.00
9.	Police - Crown Victoria	2006	Ford Crown Victoria	Anthony Richardson	\$1,004.00
10.	609	2006	Chevrolet Express Van	Jeremy Johnson	\$9,900.00
11.	F-250 SD XL	2003	Ford F-250 SD XL 2WD	Amber Haines	\$1,450.00
12.	606 - Sewer	2004	Chevrolet Silverado 3500 Work Truck 4WD	Jackie Kelly	\$9,900.00
13.	313 Water Dis.	1997	Chevrolet Express Van 3500	James Jackson	\$1,500.00
14.	305 Water Dis.	2004	Ford F-550 Dump Truck XL SD	Paul Callahan	\$11,000.00
15.	601 - Sewer	2012	Ford Escape XLT	Jeff McCoy	\$4,902.00

	Unit #	Year	Make	Bidder	Bid Amount
16.	112 Community Development	2005	Chevrolet TrailBlazer LS	Lindsey Black	\$1,775.00
17.	Car 2 - Fire	2008	Dodge Durango 4 x 4	Greg Thomas	\$1,800.00
18.	Car 3 - Fire	2000	Jeep Cherokee 4X4	Eridanni Leon	\$2,325.00
19.	Car 1 - Fire	2004	Chevrolet Tahoe	Philip Mayton	\$3,175.00
20.	113 Engineering	1996	Jeep Cherokee 4X4	Dmitriy Nechayev	\$5,050.00
21.	2 - police	2006	Dodge Durango 4 x 4	Anthony Richardson	\$1,125.00
22.	304 - water dis.	2005	Chevrolet Silverado 3500 Work Truck Crew Cab 4WD	Chris Cowles	\$8,300.00
			TOTAL		\$101,796.00

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,228 - authorizing the execution of a First Amendment to the Memorandum of Understanding with the Cumberland Economic Development Corporation (CEDC)

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,228

DATE: May 2, 2023

ORDERED, By the Mayor and City Council of Cumberland, Maryland,

THAT, the Mayor be and is hereby authorized to execute a First Amendment to the Memorandum of Understanding by and between the Mayor and City Council of Cumberland and the Cumberland Economic Development Corporation (CEDC) originally entered into on July 21, 2015 to modify the annual funding appropriation from \$350,000 to \$400,000.

Raymond M. Morriss, Mayor

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (“First Amendment”) is made and executed this ____ day of May, 2023, by and between the **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Cumberland Economic Development Corporation** (“CEDC”), a Maryland nonprofit corporation.

RECITALS:

WHEREAS, the City and CEDC entered into a Memorandum of Understanding (“MOU”) dated July 21, 2015, pertaining to CEDC’s responsibilities to the City, its annual funding appropriation from the City, and other matters; and

WHEREAS, CEDC requested that its annual funding appropriation from the City be increased from \$350,00.00 per year to \$400,000.00, and the City is willing to grant that request subject to the following terms and conditions.

WITNESSETH:

NOW THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties to this First Amendment, they hereby agree as follows:

1. Recitals. The Recitals set forth above are not merely prefatory. They are incorporated by reference in this First Amendment and form a part of the same as though they were set forth in full herein.

2. Modifications to Section 2 of MOU. The first sentence of Section 2 of the MOU is deleted and replaced with the following language: “The City shall appropriate funding to the CEDC in the minimum amount of four hundred thousand dollars (\$400,000.00) annually, commencing with fiscal year 2024.”

3. Modification to Section 6 of MOU. The reference to three hundred fifty thousand dollars (\$350,000.00) in the third sentence of Section 6 of the MOU is changed to four hundred thousand dollars (\$400,000.00).

3. Effective Date. The effective date of this First Amendment shall be the date and year first above written.

4. Limited Modification. Except as specifically modified by this First Amendment, all terms and conditions of the MOU remain unchanged, in full force and effect, and are hereby ratified and confirmed by the City and CEDC.

5. Miscellaneous Provisions.

5.1. Invalidity. If any provision or part of any provision of this First Amendment shall be found for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other sections or the remaining part of any effective section of this First Amendment and this First Amendment shall be construed

as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality or unenforceability.

5.2. Binding Effect. This First Amendment shall inure to the benefit of the parties hereto and it shall be binding upon their respective successors and assigns.

5.3. Captions. The captions and various sections and paragraphs of this First Amendment have been inserted only for the purposes of convenience. Such captions are not a part of this First Amendment and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this First Amendment.

5.4. Construction of Amendment. This First Amendment, having been executed in the State of Maryland, shall be construed, interpreted, and enforced under the laws of the State of Maryland.

5.5. Entire Agreement. This First Amendment constitutes and contains the entire agreement and understanding among the parties regarding its subject matter and may not be modified except in a subsequent writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed in their corporate names by their duly authorized officers or officials, all as of the date first written above.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

**Allison Layton,
City Clerk**

By: _____
Raymond M. Morriss, Mayor

**CUMBERLAND ECONOMIC
DEVELOPMENT CORPORATION**

Printed name, Secretary

By: _____
**Matthew Miller, Executive
Director/President**

File Attachments for Item:

. Order 27,229 - approving the 2023 Annual Action Plan projects for the Community Development Block Grant Program

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,229

DATE: May 2, 2023

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the following annual action plan projects for the Community Development Block Grant Program be and are hereby approved, effective May 2, 2023:

Project Name	2023 CDBG
Housing/Rehabilitation	
Jane Frazier Village Sidewalk Improvements	\$27,126.00
Friend's Aware Inc. ALU Roof Rehab	\$18,026.00
Subtotal – Housing and Rehabilitation	\$45,152.00
Facilities /Infrastructure Improvements	
JFV Pavilion and Basketball Court Installation/Improvements	\$44,000.00
Constitution Park Improvements	\$303,000.00
AYEPS 119 N. Centre St Youth Center Rehab	\$20,000.00
Friend's Aware, Inc. LEC Water Tank Improvements	\$60,000.00
Friend's Aware, Inc. LEC Safety Generator Installation	\$18,000.00
YMCA Transitional Shelter at 205 Baltimore Avenue Rehab	\$0.00
YMCA Transitional Shelter Exterior Elect/Safety/Camera Project	\$124,935.00
Subtotal – Facilities/Infrastructure Improvements	\$569,935.00
Administration/Planning	
Administration	\$140,000.00
Subtotal - Administration	\$140,000.00
Public Services	
CPD Foot and Bike Patrols	\$4,960.00
Abuse Intervention Program at Family Crisis Resource Ctr	\$20,500.00
YMCA Homeless Shelter Food Program	\$8,000.00
Short Term Prescription Program Associated Charities	\$11,435.00
Long Term Prescription Program Associated Charities	\$0.00
Subtotal – Public Services	\$44,895.00
TOTAL PROJECTS	\$799,982.00
Total Available Allocations	\$799,982.00

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: May 2, 2023

Key Staff Contact: Lee Borrer

Item Title: Community Development Block Grant 2023 Annual Action Plan

Summary of project/issue/purchase/contract, etc for Council:

City of Cumberland Community Development Staff announces the Community Development Block Grant (CDBG) 2023 Annual Action Plan proposed projects for funding. These 13 projects fall under one of four categories: Housing/Rehabilitation, Facilities/Infrastructure, Admin/Planning, and Public Services for a total of \$799,982; the award from the U.S. Department of Housing and Urban Development.

Amount of Award: \$799,982

Budget number:

Grant, bond, etc. reference: B23-MC-24-0011

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Cumberland, located in Western Maryland, Allegany County, is an entitlement community under the U. S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. The City of Cumberland, in its entirety qualifies as a low to moderate income area. The qualifying percentage, according to 2013-2017 American Community Survey, consists of 60% of residents whose household incomes range from extremely low to moderate. The City of Cumberland has worked with other local governments, institutions of higher education, non-profits, the business community, advocacy groups, community betterment neighborhood groups and faith-based groups in preparation of the 2020-2024 Consolidated Five Year Plan. This plan provided a comprehensive overview of the area, identifying both housing and community development needs. Cumberland is responsible for preparing, submitting and administering the Five-Year Plan and Annual Plans for its CDBG funding. In accordance with Federal requirements, the City has developed the 2020-2024 Five-Year Plan to address improving decent housing options, providing a suitable living environment, and expanding economic opportunities for the City's residents. The shared vision for Cumberland is to continue to make Cumberland an excellent place to live, an enjoyable place to visit, and a supportive place to build a profitable business.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Summaries of the goals and projects associated with the goals and their respective outcomes and objectives are included within this plan specifically in AP-23, Annual Goals Summary found in AP-20 and AP-38, project Summary in AP-35.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Cumberland receives a relatively small grant in comparison to other grantees which effects timeliness challenges. In order to pass Timeliness Standards for CDBG funds, the City must take into

consideration the ability of agencies or organizations to complete activities in a timely manner. Several factors come under scrutiny for different types of applications; whether it is a public service, public facilities, infrastructure or housing activity. The project needs to be well-defined and have suitable timeline for the use of funds. Closer monitoring of public service projects must occur at monthly or quarterly intervals using reminders. Also, evaluation of projects previously funded will be stricter when it comes to ability to perform in accordance with the dates on the sub-recipient contract -due dates April 30 instead of June 30. When projects are moving at an unacceptable pace or delayed beyond control; the department must consider re-capture and re-allocation of funds more often and in a timelier manner than in the past. Staff has also established a process to more readily re-allocate remaining funds from past years due to under-drawn, yet completed projects. Due to a very small staff dedicated to all the CDBG administration requirements for the CDBG program, the Department of Community Development will look at ways to streamline processes and delegate Environmental Review Record responsibilities of the City as a Responsible Entity for HUD programs within municipal City limits. The City will require Environmental Assessment responsibility to be delegated to project sub recipient agencies. The City will require funding for a professional EA for projects categorized under that requirement to be completed before approval of the project or method and timeline for procurement of such specified within the scope and project budget. Community Development staff along with City Finance Department staff have added an additional means of checks and balances to review financial records prior to a drawdown of funds which staff hopes will eliminate many of the coding and typo errors that occur frequently.

Evaluation of past performance, cont.

This step in the process will also make record keeping more reliable and files more accurately documented. Environmental review requirements have proven to be more challenging for one of the most prioritized goals of housing rehabilitation. Often, historic preservation and energy efficiency/safety/security are in direct competition or opposition for some of the minor repair grants programs offered through CDBG funding. Addressing the many housing needs of City residents with each annual plan is very challenging. Efforts to provide a cooperative approach to providing minor and major residential housing rehabilitation for CDBG income qualifying residents has become nearly impossible. Barriers to providing this service include the lack of agencies willing to follow CDBG requirements, lack of personnel to carry out the requirements for other rehab loan and grant programs, and historic preservation requirements. The City will focus upon ways to coordinate with Allegany County Human Resources Development Commission, the Cumberland Housing Alliance, and Resources for Independence, Inc. to develop programs to address residential housing needs. Efforts are in place to track timeliness and to avoid delays experienced in the past. Alternative infrastructure projects are developed in the AAP planning process to allow for smoother and more efficient spending of funds when larger grants are awarded for projects that may become delayed beyond timeliness allowance. The document "Expanding Housing Quality and Opportunities, A Comprehensive Housing Strategy for Cumberland, Maryland" (2020) had been incorporated into the five year consolidated plan needs assessment, market analysis and strategic plan; and serves as the guiding document for CDBG.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Cumberland is a city within Allegany County, Maryland. In 2020 the City of Cumberland created an updated Citizen Participation Plan (CPP) for the Community Development Block Grant (CDBG) program which it follows for each component of administering CDBG. The City consults and coordinates efforts with Allegany County regarding Continuum of Care, Infrastructure Improvements, Economic Development, major transportation and healthcare. Allegany County Health Department and Department of Social Services serve all of Cumberland. The Allegany County Human Resources Development Commission is a community partner which works closely with the City for delivery of many services to the City's low-moderate income and Senior community. The City participated on the Allegany County Health Planning Coalition with respect to homeless initiatives, community health outreach workers, oral health, education and treatment for special populations, requests for HEZ funding, and initiatives to combat poverty in Allegany County. The coalition, Bridges to Opportunity, continues working on building capacity and addressing area poverty by reviewing policy changes and education gaps which include evaluating changes necessary with members participating from the health system, education system, Allegany County government, Department of Social Services, Health Department, City government, as well as police and court representatives. The City consulted and worked with Allegany County Health Department and several mental health service providers including Covenant Counseling to improve services to increase availability and accessibility to those residents needing it most; low-moderate income. The City of Cumberland continues to coordinate economic development initiatives with the State, Allegany County Economic Development, the Cumberland Economic Development Corporation and the Allegany County Chamber of Commerce. Priority needs and five- year goals were developed and presented for comment after the initial needs assessment and market analysis provided by LSA Consultants and during the consultation process among stakeholders, citizens, agencies, organizations, faith-based groups, neighborhood groups, landlord associations, human rights groups, State and Federal agencies, and local government. Existing plans and studies were consulted to create a strategic plan to focus resources on common objectives for public facilities, infrastructure needs, public services and economic development. Outreach efforts included notices in the Times/News newspaper, the City's website and facebook page, virtual Zoom meeting software and the website/and digital newsletters of several community partner agencies including Allegany County Government, YMCA Cumberland, Allegany County Department of Social Services and the public library system. In development of the 2020-2024 Five Year plan, consultants and City staff provided a monthlong public survey of needs, focus group meetings, advisory committee meetings, public hearings and personal interviews to complement data from the US Census bureau to create the needs assessment and market analysis and to develop the strategic and annual action plans which were available for review in City Hall and on the official website for a period of over 30 days for

public comment. For a summary of the 2023 Annual Action Plan citizen participation process and how that impacted goal- setting for this year’s plan, please see AP-12 within this document.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

There were no written comments received, but suggestions were provided by a resident at the regular Mayor and City Council meeting such as providing additional funding for youth programs and other recreational areas at local public housing sites. The application process was explained and staff took this opportunity to gather information in order to increase the methods of outreach to improve citizen participation. In addition, staff will potentially perform targeted outreach during the 2024 Annual Action Plan cycle to invite participation by existing agencies involved with youth services. Since the compilation of the 2022 Children and Youth Services Analysis performed by Archway Station, Inc. was submitted in fall 2022; the community was provided a guiding document for increasing youth activities in Cumberland by considering the unique Adverse Childhood Experiences (ACES) of the youth population and to share the objectives designed to achieve that goal. This document was considered during the development of the 2023 Annual Action Plan thereby recommending AYEPS Youth Center Rehabilitation, Constitution Park Improvements/Trails, and the housing authority’s request for developing outdoor recreation at Jane Frazier Village and will be incorporated into the development of the next five- year plan scheduled in 2025.

6. Summary of comments or views not accepted and the reasons for not accepting them

There were none.

7. Summary

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
Lead Agency		CUMBERLAND	
CDBG Administrator	CUMBERLAND	City of Cumberland Department of Community Develop	
HOPWA Administrator			
HOME Administrator			
ESG Administrator			

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Lee Borrer

Senior Community Development Specialist

Department of Community Development

57 N. Liberty Street

Cumberland, Maryland 21502

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Cumberland, located in Western Maryland, Allegany County, is an entitlement community under the U. S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. The City of Cumberland, in its entirety qualifies as a low to moderate income area. The qualifying percentage, according to 2013-2017 American Community Survey, consists of 60% of residents whose household incomes range from extremely low to moderate. The City of Cumberland has worked with other local governments, institutions of higher education, non-profits, the business community, advocacy groups, community betterment neighborhood groups and faith-based groups in preparation of the 2020-2024 Consolidated Five Year Plan. This plan provided a comprehensive overview of the area, identifying both housing and community development needs. Cumberland is responsible for preparing, submitting and administering the Five-Year Plan and Annual Plans for its CDBG funding. In accordance with Federal requirements, the City has developed the 2020-2024 Five-Year Plan to address improving decent housing options, providing a suitable living environment, and expanding economic opportunities for the City's residents. The shared vision for Cumberland is to continue to make Cumberland an excellent place to live, an enjoyable place to visit, and a supportive place to build a profitable business.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

All of Cumberland is within Allegany County, Maryland. The City consults and coordinates with Allegany County on a regional basis for the Continuum of Care, infrastructure improvements, blight demolition, economic development, public transportation and healthcare. Allegany County Health Department and Department of Social Services serve the Cumberland area. The Allegany County Human Resources Development Commission is a community partner which works closely with the City of Cumberland to deliver services to seniors and the extremely low-moderately low- income population. The City participates in the Allegany County Health Planning Coalition with respect to homeless initiatives, community health outreach, oral health, education and treatment for special populations, HEZ funding decisions, and initiatives to combat poverty county-wide. The Bridges 2 Opportunity initiative, of which Cumberland is a member, continues to address poverty from many angles. The City consults with and works with the Allegany County Health Department and other mental health service providers to improve services to homeless and special needs populations in Cumberland. The City of Cumberland continues to coordinate economic development initiatives on a local and regional level among the Allegany County Chamber of Commerce, Cumberland Economic Development Corporation, State of Maryland and Allegany County government. Community Development staff attends the Allegany County Board on Homelessness meetings to accomplish goals which address chronic homelessness for individuals and families, families with children, veterans, unaccompanied youth, and persons at-risk of

becoming homeless. The award of City CDBG funds is coordinated to support, Family Crisis Resource Center shelter's abuse intervention program, crisis hotline, and homeless services, YMCA's comprehensive services to homeless such as transitional shelter, facility availability, case management, and food to single men, single women, and families, and Union Rescue Mission's food and case management services while providing shelter to men and families-the site of the area's Cold Weather Shelter.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Cumberland Department of Community Development Staff coordinates with the Allegany County Continuum of Care to address homeless needs and accomplish goals which address chronic homeless individuals and families, families with children, veterans and unaccompanied youth and persons at risk of homelessness. City CDBG funds are coordinated to support HRDC's case management and ESG programs at Laura's Anchor, HRDC's transitional housing shelter, Family Crisis Resource Center for victims of domestic violence and rape or sexual assault (women's and children's shelter, crisis hotline and shelter for male victims off-site), YMCA's programs to house Veteran's Administration office, transitional shelter, transitional housing for men, women, and families, the Union Rescue Mission which has men's and family shelter units and houses the Cold Weather Shelter. Efforts to prevent homelessness are coordinated among many service agencies which participate with the Allegany County Continuum of Care through emergency housing funds from HRDC, Allegany County Department of Social Services, the Salvation Army foundation, the Allegany County United Way, Food Banks, Associated Charities, local churches, City police, and the Allegany County Health Department.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Cumberland does not allocate ESG funds. However, the City coordinates efforts to address homelessness with the regional Continuum of Care. The Consolidated Plan incorporates the needs of homeless persons and those at risk of becoming homeless. The ESG programs as well as other CoC programs are evaluated and ranked each year. The YMCA, HRDC, ACHD are members of the coalition receiving funds to address homelessness. Funding for HMIS is funded through the CoC and spearheaded by the Allegany County Local Homelessness Coalition which is part of the Balance of State. Providers are encouraged to participate with HMIS. The lack of adequate funding is always an impediment to address identified needs, however, the upcoming year should see increases in funding to bolster HMIS in Allegany County as well. The Allegany County Local Homelessness Coalition joined the balance of state with Washington Co., Cecil County, and the Southern Maryland group in effort to increase efficiency to address the homeless crisis.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Allegany County Human Resources Development Commission, Inc.
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-homeless Services-Education Services-Employment Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	HRDC is a community partner with the City of Cumberland working closely with the Section 8 voucher program for residents. The offices are centrally located within an area of low-mod income concentration. The Center provides elderly services, Section 8 Housing (city and county) vouchers, special loan programs from the State of Maryland for rehabilitation/ADA vouchers, Head Start Program, food services, self-sufficiency programs, tax programs, energy assistance,, weatherization, homeless services, and emergency homeless prevention/housing services.

2	Agency/Group/Organization	Young Men's Christian Association of Cumberland, MD, Inc.
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Persons with Disabilities Services-homeless Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Youth programs and homeless data was provided by the Cumberland YMCA which provides a multitude of services to low-mod income persons at both facilities. The Gilchrist Center on Baltimore Avenue houses many programs for self-sufficiency and educational programs to very low income persons including veterans. Childcare, parenting skills and life-skills training are a real need in Cumberland as some people just don't have the tools to keep them from returning to homelessness. Also, the center houses a transitional housing program on site for women, men, and families. It boasts an affordable housing program in the community for special populations.

3	Agency/Group/Organization	CUMBERLAND HOUSING ALLIANCE, INC.
	Agency/Group/Organization Type	Housing PHA Services - Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Anti-poverty Strategy Lead-based Paint Strategy Transportation Needs Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City Coordinates with the Executive Director on strategic plan developed by the housing authority to service not only the housing needs but recreational, crime awareness, educational, and service needs of its residents. There are many affordable housing units in Cumberland provided by the PHA. Efforts have been coordinated among all departments to ensure a sustainable PHA and to increase the living standards for all citizens. The Cumberland Housing Alliance umbrella includes the Housing Authority of the City of Cumberland, NAILS, and Cumberland Neighborhood Housing Services.
4	Agency/Group/Organization	Cumberland Neighborhood Housing Services Inc
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CNHS provides housing counseling for purchase of home and how to take care of a home while offering home-ownership assistance. The agency coordinates with the City to continue to provide housing opportunity while facing the challenges of new regulations and decreased funding.
5	Agency/Group/Organization	Associated Charities of Cumberland, Inc.
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This group participates in the Community Housing Services Committee and the Non-Homeless Special Needs Committee. Social workers are seeing increased need in basic necessities in addition to lack of funds for housing, food, shelter, and utilities. Workers have reported a need to provide for basic personal hygiene and items such as glasses, prescriptions, transportation, lice medication which our at-risk population is lacking. Coordination among housing, homeless and social services will continue to establish capacity to alleviate some of these needs.

6	Agency/Group/Organization	Family Crisis Resource Center, Inc.
	Agency/Group/Organization Type	Services - Housing Services-Victims of Domestic Violence Services-Health Services-Employment Service-Fair Housing Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Met with agency which participates in the Allegany County Local Homeless Coalition, to discuss needs and priorities for homeless and victims of intimate partner abuse, rape, and sexual assault and treatment for such. Works closely with ACDSS, City Police Dept. and the court system.
7	Agency/Group/Organization	Cumberland Economic Development Corporation
	Agency/Group/Organization Type	Other government - Local Planning organization Business and Civic Leaders Private Sector Banking / Financing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Multiple institutional and regional advising group

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff attended regular meetings several times during the course of Consolidated Plan development to receive information and guidance with respect to housing needs, economic development, banking and development interests, for the needs assessment and market analysis. This may be a game changer for Cumberland for improved comprehensive efforts to target areas for funding priorities concerning low-moderate income interests and community interests. All levels of area government participated in this regional advising group. Development and banking provided insight into housing stock dilemmas while creating a comprehensive effort to address the needs. CEDC participated in annual needs assessment concentrating on small business.
8	Agency/Group/Organization	Jane's Place Inc.
	Agency/Group/Organization Type	Services-Children Services - Victims Child Welfare Agency Other government - County Other government - Local
	What section of the Plan was addressed by Consultation?	Abused Children's Needs-COVID response
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The group attended needs assessment meetings and provided statistics regarding high incidences of child sexual abuse and neglect in Allegany County. Education and outreach are in great need to prevent more cases and to serve those identified. Outreach and education, prevention lulled during the pandemic and even more cases of abuse were happening.

9	Agency/Group/Organization	State of Maryland Department of Planning
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Other government - State Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis hazard mitigation strategies, environmental issues, planning,
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The State agency was consulted on several issues such as hazard mitigation, broadband plans, environmental issues, housing needs, market analysis, and planning. Agency represented on the Advisory Committee in the development of the 5 year plan.
10	Agency/Group/Organization	Allegany County Library
	Agency/Group/Organization Type	Services-Children Service-Fair Housing Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Other government - County Civic Leaders
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy Community needs and COVID response

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The library system has been a great partner in assessing needs and delivery of service during COVID 19 pandemic and otherwise determine needs of the extremely low income and low income children and families especially in areas of low income concentration which include South Cumberland and the service area of the Washington Street branch to create services for outreach, education, and access to the internet. Community resources are posted within the library and it is moving toward a more social service oriented focus.
11	Agency/Group/Organization	Allegany County Department of Social Services
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Health Child Welfare Agency Other government - State
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy COVID response, food, transportation needs assessment

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Department Director serves on the Housing Advisory Committee and Transportation Committee created by the Cumberland Economic Development Corporation and was contacted for personal interview by staff to determine community needs and gaps in services to low-mod income, elderly, those with HIV/AIDS, and food needs. Committees such as the CoC homeless coalition housing services group, and special needs groups are staffed by ACDSS in coordination of services and to decrease duplication of services to low-mod income in Cumberland.
12	Agency/Group/Organization	Allegany Youth Enrichment Program Services
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs Anti-poverty Strategy at-risk youth needs, youth center needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization brought about awareness to the needs of area youth for a place to attend and learn play and physical skills which will keep them off the street. Cumberland is in dire need of a youth center which provides services just for older teens. In coordination with many other service providers the center offers space and programming to address many needs associated with extremely low income households, single parent homes, food insecurity, and substance abuse issues facing youth in Cumberland.
13	Agency/Group/Organization	Horizon Goodwill Industries
	Agency/Group/Organization Type	Services - Housing Services-Employment

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation with the agency was advantageous to learn the needs of handicap/disabled/dual-diagnosed individuals for job training, housing assistance, clothing, navigation of resource and job services, and the lack of funds to support Goodwill initiatives. The group attended focus group meetings and homelessness coalition meetings.
14	Agency/Group/Organization	Archway Station Inc
	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Archway Station staff attended needs assessment meetings and technical assistance meetings to provide for gaps in services to their target population for SOAR program for benefit navigation, housing needs, health needs and comprehensive management to access and navigate resources. Qualified staff provided the 2022 Youth Needs Study and staff attended focus group meetings.
15	Agency/Group/Organization	FRIENDS AWARE
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Friend's Aware, Inc. attended the public hearing, technical assistance meeting, and focus group meetings to provide information regarding housing and facility needs for clients of their organization.
16	Agency/Group/Organization	Resources for Independence, Inc.
	Agency/Group/Organization Type	Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted group leadership regarding needs associated with reasonable accommodations, access to resources and other issues facing persons with disabling conditions.

Identify any Agency Types not consulted and provide rationale for not consulting

There are no Community Development Financial Institutions active in Cumberland at this time. The Department of Economic Development is an entity separate of the City of Cumberland and now called Economic Development Corporation. City staff engaged several neighborhood groups participating which could not be added above. Major employers have been engaged through Chamber activities and cooperate in the gathering of data and ways to achieve economic development, education and raising City numbers of people below poverty by participating on committees of groups listed above. Private banking and financing agencies cooperate with the Housing Authority and Cumberland Neighborhood Housing and provide support to Fair Housing education efforts on a continual basis. State websites and data are continuously consulted for statistical information and contact for Environmental Reviews and consulted on other efforts such as Lead Paint laws, planning and zoning and highway issues. The City engineering department relates to state agencies on a continuous basis.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Allegany County	The strategic plan prioritizes homeless services and provides funding for gaps in service to prevent homelessness.
Cluster Target Industry Study	I-68 Regional Economic Partnership	Coordination with efforts to address economic development along I68 corridor in Cumberland.
Allegany County Economic Development Strategy	Allegany County, Maryland	Coordination of efforts to maximize resources with designated target areas for economic development and other development efforts.
Cumberland Trails and Bikeways Master Plan	City of Cumberland, MD	Coordination of resources to improve infrastructure and public facilities.
Local Gvt, Social Equity & Sustainable Communities	US Dept of Housing & Urban Development	Efforts to increase inclusivity in Cumberland providing framework to define a sustainable approach that supports incorporation of social equity and the 3 dimensions of sustainability: environmental/ecological integrity, economic prosperity, and social/cultural vibrancy. Model decisions on project and activities with social equity and sustainability in mind.
Advancing Social Equity Goals to Achieve Sustainab	HUD, ICMA	Threading the concept of sustainability as the ability of a community to consistently thrive over time as they make decisions to improve the community today without sacrificing the future. An integrated approach to sustainability includes environmental, economic, and equity components. All members of the community have access to programs designed to improve quality of life.
County Transportation Survey and Cumberland Loop	Western MD Health System	Coordination to improve transportation options for the City of Cumberland
2013 Comprehensive Plan	City of Cumberland	Neighborhood element-geographic neighborhood designation and needs. Citywide element-facilities, housing, economic development, land use, revitalization, municipal growth opportunities.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Constitution Park Plan	City of Cumberland	Coordination of resources, needs, design plans and timelines for planned improvements to Constitution Park.
Local Health Action Plan	Allegany County Health Planning Coalition	Plan informing health related needs of the region and Cumberland-responding to the aftermath of COVID 19 and developing youth programs, increasing outdoor spaces and opportunities for outdoor activity.
Community Sustainability Grid	Bridges 2 Opportunity	A tool to reduce regional poverty in Allegany County which includes goals and partnerships in Cumberland, increasing whole community buy-in and participation to elevate those in the poverty cycle.
Expanding Housing Quality and Opportunities	Cumberland Economic Development Corporation	A comprehensive housing study completed in 2020 which was created as guidance and objectives to address Cumberland's priority housing goals based upon needs assessment.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City cooperates closely with Allegany County government and State agencies continually for consultation and approvals of infrastructure and roads and efforts indicated in the field above. Lead paint requirements and support of other laws are indicated in City Rental Licensing requirements. Environmental reviews require consultation with State and Federal agencies to assure compliance. Maryland Department of Planning was consulted heavily for the City's 2013 Comprehensive Plan which is referenced within the 5-year plan and consulted for several issues within the plan. A number of comments received were not collected during the advertised comment period, but previously gathered data through the above referenced meetings and consultations. The City has contacted a wide range of interest groups and agencies to solicit their participation in this process. According to Census data, Cumberland has very small percentage of its population likely to be non-English speaking. However, the City has a process in place to accommodate such a request. All public hearings were held by virtual livestream while conducting the 2020-2024 Consolidated Plan development and were provided on the City's website which is a fully accessible. For the 2023 Annual Action Plan, hearings were held in person at City Hall which is accessible and public outreach meetings were held either at City Hall or conducted by virtual platforms

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Cumberland Community Development Block Grant program depends largely upon community partners and citizen participation. The slate of projects supporting the 2020-2024 goals and objectives requires complete application and shovel ready activities which reflect the most pressing needs of the community. Which is why citizen and agency participation is imperative.

The City of Cumberland follows the 2020 City of Cumberland Community Development Block Grant Citizen Participation Plan. The City of Cumberland Department of Community Development is the lead agency for the Annual Action Plan. The Department consulted appropriate City, County, and State departments and agencies, and with housing, community development and human service organizations, neighborhood organizations and the public at large to compile background data, to assess and prioritize needs, and to develop the Strategic Plan as part of the 2020-2024 Consolidated Five Year Plan. The Public Notice for the 2023 Annual Action Plan (see Public Notice in appendix) soliciting input and applications for 2023 funding appeared in the Cumberland Times News on January 2, 2023. The Public Notice was posted at least 6 public agencies on January 3, 2023. The Public Notice was published to the Allegany County library system, City website, City Hall bulletin board, Allegany County government website, NAC emailing list, Downtown Business email list, neighborhood email list, past and present CDBG subrecipient list, National Night Out participant emailing list and many more (included in the Appendix section of this document). Staff provided two public hearings to seek input on housing and community development needs and possible activities for the year. The first public hearing was held February 7, 2023 and the 2nd was held on April 4, 2023 in accessible City Hall. The Public Notice and Timeline for the 2032 Annual Action Plan was also sent to be posted at over 20 public agencies on 1/3/23. The Timeline and notice of two Technical Assistance Meetings, which were conducted on January 17, 2023; were included on the Public Hearing Notice referenced above and appear within the Appendix to this plan. A group of 6 Community Development staff members reviewed the applications for National Objectives, eligibility under HUD regulations, and the specific objectives of the 5 Year Plan. A Public Notice for the 2023 Annual Action Plan listing the proposed projects was posted in the Times/News and the City's official webpage on March 17, 2023 for public comment through April 17, 2023. Mayor and City Council adopted the plan May 2, 2023 at their regular meeting.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community potential sub recipients	phone calls, requests for applications and scheduling Technical Assistance Meetings	increase options for youth		
2	Internet Outreach	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing potential sub recipients	phone calls, requests for applications, scheduling meetings, agencies sharing with their consumers on their own websites, newsletters etc.; initial Public Notice	no comments		
3	emails to mailing lists	Minorities Persons with disabilities Residents of Public and Assisted Housing	agencies posted Public Notice	none		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Internet Outreach	Non-targeted/broad community	updates to official website throughout the process	no comments		
5	Public Hearing	Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Regular Mayor and City Council public meeting, accessible venue, political leaders, public and 4 non-profits presented needs, several members of the public present	Comments were integrated into the development of the 2023 AAP and considered during project evaluation based upon the needs communicated at this meeting and the applications that were received.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Public Meeting	Non-targeted/broad community those interested in applying for funds	Technical Assistance meetings are mandatory for anyone applying for funds-they receive guidance on the application process, CDBG and project development assistance. Nineteen people attended representing 10 agencies/organizations. Scheduled in advance. Technical assistance provided upon contact with interested parties. Mostly calls about development and housing rehabilitation.	Community needs, lack of funds, COVID 19 affects, lack of food, blighted properties, rehabilitation needs, commercial rehab needs, shelter needs, public service needs (health, crime awareness, youth, abused adults, developmentally disabled adults, other special needs) Infrastructure needs. Facilities for disabled and homeless facilities needs expressed. Affordable rental housing rehab needs expressed.	All comments considered and taken into consideration during the development of the 2022 AAP. Lack of funds to address all needs requested.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Technical Assistance Meetings	interested sub recipients	Three additional mandatory meetings as requested for 5 persons, 3 agencies represented.	Security, food, and transitional homeless facility rehabilitation needs; youth services and afterschool care services, and outreach programs for persons exiting prison to re-integrate into housing, resources, and other service needs.	all needs considered in development of the plan and goal priorities in evaluating applications for funding	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Public Meeting	Engineering, Parks & Recreation, Historic Preservation, Community Development	12 city staff, provided assessed annual needs	Time constraints, Constitution Park Improvements, recreational trails, extensive utility and streets improvements needed far in excess of CDBG annual grant funds, lead-based paint, housing conditions needs, rehabilitation of affordable housing, Sidewalk improvements needed, pump track and other outdoor amenities requested, downtown facade grants needed, building stock renovations needs, youth facilities needs	all needs considered in development of the plan and goal priorities in evaluating applications for funding	

9	Public Meeting	Persons with disabilities homeless & homeless service providers	10 attendees representing 12 service providers	homeless facility improvements, food insecurity, access to mental healthcare, lack of transportation options, adult homeless case management needs, lack of opioid addiction service options, residential case management and housing for disabled, amount of individuals with disabilities requiring case management increasing, lack of transportation options, homeowner rehab needs increased/costs skyrocketing, first and last month's rent needs/higher housing costs, personal hygiene products and cleaning products needs, poverty,	all needs considered in development of the plan and goal priorities in evaluating applications for funding	
---	----------------	--	--	---	--	--

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				technology needs to track resources, family navigator needs.		

10	Public Meeting	Housing Focus Group	6 attendees, 5 agencies represented	Emergency housing needs, eviction crisis, lack of job opps, landlord issues, homeless prevention is a goal as ERAP terminates, Alleg Co is developing affordable housing plan to create a housing rehab office and the State of MD-no State rehab due to onerous lead paint laws, Dept of Comm Dev (ARPA funds) has two pilot afford housing grants underway-major rehab and Property Improvement and CL roof replacement program. Need more lead-paint cert contractors/incentive s? Needs in group housing and public facility needs for disabled individuals.	all needs considered in development of the plan and goal priorities in evaluating applications for funding	
----	----------------	---------------------	-------------------------------------	--	--	--

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				Tiny home ideas discussed for future projects to serve homeless		
11	Interdepartmental Committee Meeting	coordinators	5 attendees	Support affordable housing option improvements, public facilities for disabled, increase outdoor meeting spaces/recreational opportunities, continue focus on downtown and homeless services and prevention, limit new funding on projects with outstanding funds for expenditure.		

12	Email contacts	Economic Development Focus Group	5 attendees, 3 agencies represented	Baltimore Street Redesign begins, ARPA funds to support businesses and downtown during the renovation, cameras installed downtown with State funds, Carver Center has regained its 501 (c) (3) status, Messick Rd development underway, proposed market rate housing at former Memorial Hospital site, CEDC has the downtown Cumberland investment program on-going-upper story redevelopment, facade improvements, T/A, business attraction efforts. Lack of transportation options task force underway-no final	all needs considered in development of the plan and goal priorities in evaluating applications for funding	
----	----------------	----------------------------------	-------------------------------------	---	--	--

				reports/goals established yet, Main Street Maryland Grants active downtown along with marketing efforts, Canal Place programming site through Baltimore St Redesign construction, Facade grant program development comprehensively focusing on area directly adjacent to downtown. Tax incentives, historic funded grants? Centre Street/Mechanic Street zone for future Sustainable Communities comprehensive program since it is a gateway to the City. The new Union Rescue Mission		
--	--	--	--	--	--	--

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				Shelter is situated in this area and hopefully sparking other improvements there. Broadband competition needs- alternative affordable choices for residents- incentivize infrastructure development for broadband companies in strategic areas of Cumberland.		
13	Newspaper Ad	Non-targeted/broad community	No response-posting of recommended projects for 30-day review			
14	Public Hearing	Non-targeted/broad community				

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City has been allocated \$799,982, a decrease in funds, from the U.S. Department of Housing and Urban Development on the cusp of the global COVID-19 pandemic. Funds will be used to address housing, infrastructure, and public service needs in addition to administration of CDBG and program management. Cumberland does not receive any direct allocations of HOME Investment Partnership program (HOME), Emergency Solutions Grant or Housing Opportunities for People with AIDS (HOPWA). Since the City of Cumberland only receives CDBG funds, the city does not have any additional eligibility requirements. The City expects no insignificant amount of Program Income. Funds will be re-allocated at the end of the year to CDBG eligible activities through an amendment to the plan. The City will not receive any Low-Income Housing Tax Credits or McKinney-Vento Homeless Assistance Act funds to address the priority needs and specific objectives identified in the strategic plan. Allegany County does apply through the Allegany County Homeless Coalition which is described in further detail within the Homeless section of this plan. Section 8 rental assistance is administered for City residents through HRDC and those funds are not available to the City of Cumberland to address priority needs and objectives identified in this annual plan. Identified project and reports pertaining to Continuum of Care funds and Section 8 rental assistance funds can be found within the appropriate federal software reporting systems. Current Continuum of Care funds for Allegany County for five programs total \$626,129: Alleg Co Health Department, HRDC Transitional Housing, HRDC Permanent Housing, YMCA Transitional Housing and YMCA Permanent Housing. The FY 24 Housing Choice Voucher Rental Assistance Program (commonly known as Section 8), serving both Allegany County and Cumberland residents will have an overall budget of \$3,491,300 and \$3,030,126 will benefit eligible

recipients directly.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	799,982	0	0	799,982	0	Funds will be utilized to address housing, public facilities, infrastructure, admin/planning, and public services identified within the 5-Year Consolidated Plan and detailed in AP-23 of this document.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	0	0	0	0	0	

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOPWA	public - federal	Permanent housing in facilities Permanent housing placement Short term or transitional housing facilities STRMU Supportive services TBRA	0	0	0	0	0	

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	0	0	0	0	0	
Other	public - federal	Economic Development Public Improvements Public Services Other	0	0	0	0	0	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

There are no matching funds requirements for Community Development Block Grant and that is the only source of funds available directly to the

City of Cumberland for this Annual Action Plan.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The Department of Community Development initiated a pilot program that has realized great benefits for housing options in Cumberland. Blight removal efforts include evaluations of tax sale properties owned by the City due to non-payment of taxes and other properties in disrepair that owners have no means or desire to maintain and therefore donate to the City. Housing units beyond rehabilitation are demolished with City general funds and the land is sold for infill redevelopment. Viable properties are re-sold with incentives and stipulations on the timeline for rehabilitation. The Surplus Housing Sales included nine properties this year which included \$75,000 of incentives using ARPA funds and with \$25,000 available for 2023-2024 to continue this program.

Discussion

The Rolling Mill project includes units of public housing that will be renovated under a RAD conversion of the Fort Cumberland property. Construction of Riverbend Court which began in 2020 is now complete. Rolling Mill also provides opportunity for additional market rate and mixed-income multi-family units. The former Allegany High School provides the opportunity for historic rehabilitation that can take advantage of historic preservation and Low-Income Housing tax credits to convert the site to senior housing, disabled, or mixed-income housing. The former school was demolished in 2022. The recently cleared, former Memorial Hospital development site provides opportunity for new construction. Cumberland is in need of single-family or townhomes that would fit well in this single-family neighborhood. State HOME funds may be available for new construction as are LITHC for multi-family construction. Given the need for housing at 80% and below AMI, the CEDC is considering various options. New housing is also part of CEDC's workforce development strategy for business recruitment and employee attraction. CDBG has not been approached to fund predevelopment, as well site clearance, and site preparation such as sidewalks, water/sewer repair, and other streetscape improvements for housing projects in 2023; however, the Baltimore Street Redesign project is supported by 2020 and 2022 CDBG funds.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facility or Infrastructure Activities	2020	2024	Non-Housing Community Development	Block Groups Above 51%-Low-Mod Areas Town Centre Neighborhood 2013 ConPlan Constitution Park	Economic Development Public Services	CDBG: \$401,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 19170 Persons Assisted
2	Public Facility/Infrastructure-Housing	2020	2024	Public Housing	South Cumberland Constitution Park	Housing	CDBG: \$89,152	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 256 Households Assisted
3	Public Services-Non-Housing Benefit	2020	2024	Non-Homeless Special Needs	Cumberland Citywide Town Centre Neighborhood 2013 ConPlan	Public Services	CDBG: \$36,895	Public service activities other than Low/Moderate Income Housing Benefit: 6230 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Homeless Person Overnight Shelter	2020	2024	Homeless	Cumberland Citywide Town Centre Neighborhood 2013 ConPlan Decatur Heights 2013 Con Plan East Side- Willowbrook 2013 Con Plan		CDBG: \$132,935	Homeless Person Overnight Shelter: 154 Persons Assisted
5	Administration/Planning	2020	2024	Admin/Planning				

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Public Facility or Infrastructure Activities
	Goal Description	<p>Constitution Park Improvements/Trails- \$303,000, 19000, citywide</p> <p>Friend's Aware Life Enrichment Center Improvements- \$78,000, 95 EL disabled</p> <p>Allegany Youth Enrichment Center Rehabilitation- \$20,000, 75 youth</p>

2	Goal Name	Public Facility/Infrastructure-Housing
	Goal Description	Jane Frazier Village Sidewalk Improvements- \$27,126, 125 hous units Friend's Aware, Inc. ALU 600 Furnace Street Roof Rehabilitation- \$18,026, 6 people Jane Frazier Village Outdoor Improvements- \$44,000, 125 hous units
3	Goal Name	Public Services-Non-Housing Benefit
	Goal Description	Targeted Foot and Bike Patrols- \$4,960, 6,000 people Short Term Prescription Program- \$11,435, 160 EL people Abuse Intervention Program (FCRC)- \$20,500, 70 people
4	Goal Name	Homeless Person Overnight Shelter
	Goal Description	YMCA Transitional Housing Shelter Gilchrist Exterior Improvements- \$124,935, 77 EL L income persons YMCA Gilchrist Food Program- \$8,000, 77 EL L income persons
5	Goal Name	Administration/Planning
	Goal Description	

Projects

AP-35 Projects – 91.220(d)

Introduction

The annual plan was created by City based upon the Needs Assessment and Market Analysis of the 2020-24 Consolidated Plan, public meetings, and the applications submitted for funding from community betterment groups, City departments, agencies and community organizations. Staff developed an annual plan under the categories of housing, public facility/infrastr, admin, and public services with respect to providing decent housing, suitable living environment, and economic development. Five percent of funds were allocated toward housing activities, 71 percent were allocated toward public facilities/infrastructure, and six percent of funds were allocated toward public services. Eighteen percent of the award will be utilized for program Administration; under the twenty percent cap imposed by HUD. The City received 22 applications totaling \$2.3 million; nearly 3 times the CDBG funds available to the City of Cumberland. The ability of a sub recipient to complete a project in a timely manner and funds remaining from previous awards and other factors were considered to evaluate applications. Renovations to the Gilchrist facility will improve the living conditions for 28 single men, 8 single women and 11 families housed in transitional housing units at 205 Baltimore Avenue. Hot meals will continue to be provided for the homeless clients as well with the 2023 CDBG support of their food program. The Gilchrist gymnasium will support the residents and community alike with generous spacing for events and activities requiring social distancing with improved safety and security. The sidewalk project will ensure affordable public housing and accessible infrastructure improvements for 125 housing units located in the Mapleside-Johnson Heights neighborhood area. The projects including rehabilitations or improvements to public facilities downtown for youth and improvements to Constitution Park will be available to residents Citywide and will provide safe and accessible recreation activities for low-moderate income populations within areas of high concentrations of low-moderate income households. Providing a host of services for low-mod income in 2023 will allow special populations and qualifying residents to focus on other basic needs and/or pursuit of education and training to increase self-sufficiency. Short- term prescription will provide emergency health services to special populations and qualifying low-moderate income persons citywide. The Family Crisis Resource Center will provide many services to homeless and at-risk victims of domestic violence and their families by providing not only transitional shelter, but counseling. CDBG funds will support the expansion of programming to address the abuser in intimate partner relationships. Currently underway using prior year funds the infrastructure and public facilities portions of the Baltimore Street Redesign project will increase accessibility and vitality for revitalizing downtown. Increased police foot and bike patrols will add to safety and security of citizens in the downtown and other hot-spot areas determined by review of crime statistics in Cumberland. Improvements to Friend's Aware, Inc.'s Life Enrichment Center and residential assisted living unit will be supported with 2023 CDBG to provide services for developmentally and intellectually challenged clients. The city is committed to continue to affirmatively further fair housing citywide. Addressing accessibility issues in addition to services for low-mod income persons and special populations is a common thread in the priority needs: housing, economic

development, homelessness and public services.

Projects

#	Project Name
1	Jane Frazier Village Sidewalk Improvements
2	Friend's Aware Inc. ALU 600 Furnace Street Rehabilitation
3	Jane Frazier Village Outdoor Improvements
4	Constitution Park Improvements
5	Allegany Youth Enrichment Youth Center Rehabilitation
6	Friend's Aware, Inc. Life Enrichment Center Improvements
7	YMCA Transitional Housing Shelter Gilchrist Exterior Improvements
8	Targeted Foot and Bike Patrols
9	YMCA Gilchrist Food Program
10	Short Term Prescription Program
11	Abuse Intervention Program
12	Administration/Planning

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The Annual Action Plan reflects Cumberland's commitment to underserved populations. However, the ability to do so depends upon the number and quality of project applications. The City will continue to support the Section 8 rental assistance program and the housing authority to provide affordable housing to the City's most vulnerable. Along with other housing service providers within the city including the YMCA, Allegany County Health Department, Allegany County government, UPMC Western Maryland and HRDC; the Community Housing Services Committee meetings will continue with the Housing work group and the Homeless and Special Populations group to network, to coordinate resources, to prevent duplication of services, to bridge gaps in services and to make receiving services as convenient as possible for the consumer. The city will continue to provide staff to serve on the Allegany County Local Homelessness Coalition and to support the Allegany County Continuum of Care with submissions for SuperNofas. CDBG will support Family Crisis Resource Center Shelter to increase delivery frequency of the renowned Abuse Intervention Program and YMCA Gilchrist Transitional Shelter security, food and facility improvements for homeless. These programs are available Citywide as are most of the public services for which individuals or families may apply. Blight removal programs will continue through City general funding sources addressing codes violation identification and education program and the acquisition and removal of blight. A budget of about \$250,000 will be used to demolish at least 10 abandoned or neglected properties beyond suitable for rehabilitation. Public services to address health needs, crime prevention, and abuse interventions are available citywide for qualifying low-moderate income persons. Applications for CDBG were reviewed for funding approval based upon the identified

priority needs regarding affordable housing, increasing homeownership, maintaining facilities that serve extremely low and low income persons and especially special populations, infrastructure to foster affordable housing, homeless services, and transitional shelters to decrease the number of homeless persons, and services for disabled and other special populations which require on-going support for basic needs. All the needs described above were included as priorities for the City of Cumberland in the 2020-2024 Consolidated Plan. Funds available through the block grant program will positively impact many public service programs that are experiencing deep cuts in other sources of funding. To address funding shortages for services to the underserved in Cumberland, social service and funding agencies work very closely to increase efficiency in program delivery and to avoid duplication. Community stakeholders and participating agencies included in the Five-Year Consolidated plan and listed within the 2022 Annual Plan meet frequently to share knowledge and resources. Staffing and applications for housing rehabilitation programs is inadequate to address the blight and housing condition issues in Cumberland.

AP-38 Project Summary
Project Summary Information

1	Project Name	Jane Frazier Village Sidewalk Improvements
	Target Area	South Cumberland
	Goals Supported	Public Facility/Infrastructure-Housing
	Needs Addressed	Housing
	Funding	CDBG: \$27,126
	Description	Continuation of sidewalk replacement where deterioration was creating unsafe conditions and increasing compliance for accessibility. Funds to complete rear walk of building #10 to Somerville Avenue and rear walk of building #15 including steps.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	125 low income housing units or 312 people in public housing; high percentage extremely low income
	Location Description	635 East First Street, South Cumberland, MD
	Planned Activities	Sidewalk, curb, minor steps improvements
2	Project Name	Friend's Aware Inc. ALU 600 Furnace Street Rehabilitation
	Target Area	Block Groups Above 51%-Low-Mod Areas
	Goals Supported	Public Facility/Infrastructure-Housing
	Needs Addressed	Housing
	Funding	CDBG: \$18,026
	Description	Deteriorating asphalt shingle roof replacement on an assisted living unit housing 6 individuals with developmental disabilities. This residential group home is supervised 24 hours.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	6 low income disabled persons
	Location Description	600 Furnace Street, North End, Cumberland, Maryland -Wills Mountain Neighborhood
	Planned Activities	Roof replacement

3	Project Name	Jane Frazier Village Outdoor Improvements
	Target Area	South Cumberland
	Goals Supported	Public Facility/Infrastructure-Housing
	Needs Addressed	Housing
	Funding	CDBG: \$44,000
	Description	Funds to create a covered outdoor event/gathering area for residents in public housing located on JFV campus and install adjacent surface for outdoor play and basketball court.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	125 extremely -low-moderate households within public housing area
	Location Description	635 East First Street, South Cumberland, MD
	Planned Activities	gazebo construction and blacktop installation for basketball court
4	Project Name	Constitution Park Improvements
	Target Area	Cumberland Citywide Block Groups Above 51%-Low-Mod Areas Block Groups Above 74% low-mod income Constitution Park
	Goals Supported	Public Facility or Infrastructure Activities
	Needs Addressed	Housing Economic Development
	Funding	CDBG: \$303,000
	Description	Funds for increasing outdoor recreation options in Constitution Park which include multi-use single track flow trail, trail head amenities, signage, brochures/maps, and accessible forest immersion trail.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	19,000 citywide benefit, 56-60% extremely-low-moderate households/persons in Cumberland

	Location Description	Constitution Park, South Cumberland, Maryland
	Planned Activities	multi-use single track, trailhead amenities, signage, maps, accessible forest immersion trail
5	Project Name	Allegany Youth Enrichment Youth Center Rehabilitation
	Target Area	Cumberland Citywide Block Groups Above 51%-Low-Mod Areas Downtown Town Centre Neighborhood 2013 ConPlan Rolling Mill Neighborhood 2013 Con Plan
	Goals Supported	Public Facility or Infrastructure Activities
	Needs Addressed	Public Services
	Funding	CDBG: \$20,000
	Description	119 N Centre Street, rehabilitation on upper floors post their initial occupancy and programming in order to add space for additional services
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	19000 citywide benefit all of Cumberland, households 56-60% low mod income concentrations; specifically 75 persons from extremely-low-moderate income households
	Location Description	119 N. Centre Street, Downtown, Cumberland, Maryland
	Planned Activities	Improvements to 3rd and/or 4th floor as funds allow-electrical, plumbing, lighting work
6	Project Name	Friend's Aware, Inc. Life Enrichment Center Improvements
	Target Area	
	Goals Supported	Public Facility or Infrastructure Activities
	Needs Addressed	Public Services
	Funding	CDBG: \$78,000

	Description	Funds to support Friend's Aware, Inc. life enrichment center which serves 95 developmentally disabled clients per year with day services, educational life skills training, nursing support, community activities, respite care, transportation services and case management. The LEC water tank for sprinkler system and safety generator installation are required to maintain a safe environment.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	95 extremely-low income disabled persons
	Location Description	1601 Holland Street, Cumberland, Maryland
	Planned Activities	Water Tank rehabilitation, Generator installation
7	Project Name	YMCA Transitional Housing Shelter Gilchrist Exterior Improvements
	Target Area	Downtown Town Centre Neighborhood 2013 ConPlan Decatur Heights 2013 Con Plan
	Goals Supported	Homeless Person Overnight Shelter
	Needs Addressed	Homelessness
	Funding	CDBG: \$124,935
	Description	Funds to provide support for exterior safety and security improvement for the transitional housing shelter facility on Baltimore Avenue requiring electrical wiring, security cameras, strategic lighting in the sidewalk, parking area and playground adjacent to Baltimore Avenue.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	67 extremely low -low income homeless households/persons, 10 extremely low-moderate income teens
	Location Description	205 Baltimore Avenue, Cumberland, Maryland

	Planned Activities	Installation of network video recorder, ethernet connection, @4 360 degree multi-sensor cameras, 1-270 degree multi-sensor camera, connections, light catcher, outdoor dome cam, mounts/accessories, storage capability, long range speaker for alerts. Installation of electrical wiring, lighting and security for walkways, parking area, rear edge of homeless campus property.
8	Project Name	Targeted Foot and Bike Patrols
	Target Area	Block Groups Above 51%-Low-Mod Areas Downtown Town Centre Neighborhood 2013 ConPlan Rolling Mill Neighborhood 2013 Con Plan Decatur Heights 2013 Con Plan Chapel Hill-Virginia Avenue 2013 Con Plan
	Goals Supported	Public Services-Non-Housing Benefit
	Needs Addressed	Economic Development Public Services
	Funding	CDBG: \$4,960
	Description	Funds to provide additional neighborhood foot and bike patrols to areas of high crime as determined by statistical data from the City of Cumberland police research and data. Community policing enhances relationships and provides crime awareness and feelings of security for residents and business owners.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Roughly 6,000 people per US Census data for the identified neighborhoods, City population of 19,000 is 60% extremely low-moderate income household concentration
	Location Description	Baltimore Street-Downtown City Centre Neighborhood South Cumberland-Virginia Avenue/Chapel Hill Neighborhood Rolling Mill Neighborhood Decatur Heights/East Side Neighborhood
	Planned Activities	Targeted foot and bicycle patrols by CPD to deter criminal activity and increase community policing
	Project Name	YMCA Gilchrist Food Program

9	Target Area	Cumberland Citywide Town Centre Neighborhood 2013 ConPlan Rolling Mill Neighborhood 2013 Con Plan Decatur Heights 2013 Con Plan
	Goals Supported	Homeless Person Overnight Shelter
	Needs Addressed	Homelessness
	Funding	CDBG: \$8,000
	Description	Funds to provide hot meals to transitional housing residents, supportive housing residents, teen moms in the program, and homeless at the transitional housing facility
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	28 single homeless extremely low income men in the facility 11 extremely -low income families in the facility 8 single homeless extremely low income women in facility 20 extremely low-low income families in the homeless supportive communtiy program 10 teen mothers extremely low -low income population of veterans, single parents, people suffering from addiction, chronically ill and disabled persons included
	Location Description	205 Baltimore Avenue, Cumberland, Maryland
	Planned Activities	Providing meals and food to homeless
10	Project Name	Short Term Prescription Program
	Target Area	Cumberland Citywide
	Goals Supported	Public Services-Non-Housing Benefit
	Needs Addressed	Public Services
	Funding	CDBG: \$11,435
	Description	Funding to support case managers to purchase discounted emergency prescriptions at little to no cost for qualifying city residents who are under or un-insured.
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	160 extremely low-low income people, up to moderate income from any family size, mostly single persons and the elderly, disabled, or a member of another special population
	Location Description	1 Federick Street, Downtown Cumberland, Maryland
	Planned Activities	Acquire discounted emergency prescriptions
11	Project Name	Abuse Intervention Program
	Target Area	Cumberland Citywide
	Goals Supported	Public Services-Non-Housing Benefit
	Needs Addressed	Public Services
	Funding	CDBG: \$20,500
	Description	Funds to support the implementation of the internationally recognized, accredited, abuse intervention program at Family Crisis Resource Center, Inc. to increase outreach and participation of the (96% rate) successful program teaching alternative behavior to abusers in order to end the cycle of violence in intimate partnerships in Cumberland.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	70 people, all size families and incomes at or below 85% AMI or moderate income and under, most extremely low incomes
	Location Description	Bedford Road, Downtown, Cumberland, Maryland
	Planned Activities	Abuse intervention program
12	Project Name	Administration/Planning
	Target Area	Cumberland Citywide
	Goals Supported	Administration/Planning
	Needs Addressed	
	Funding	CDBG: \$140,000
	Description	Funds for administration of the Community Block Grant Program, Indirect Costs associated with administration, and fair housing outreach and education, events to affirmatively further fair housing efforts in the City.

	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	City wide benefit-19,000 people with 60% extremely-low-moderate income concentration
	Location Description	Cumberland, Maryland
	Planned Activities	Administration, Indirect Costs, Fair Housing administration

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Cumberland, located in Western Maryland, Allegany County, on the Potomac River was once a vibrant industrial city. Cumberland and Allegany County display the effects of long-term declines in economic conditions and population; a higher unemployment rate than Maryland as whole, and limited financial capability of local government due to the small population. The City of Cumberland is an entitlement community in its entirety qualifies as a low to moderate income area. The percentage according to 2013-2017 ACS consists of 60.85% of residents who are low- and -moderate income persons. As such, most housing and public services are available Citywide to low-moderate income (0-80% area median income) qualifying persons and/or households. All offices of agencies offering CDBG supported services are located within Cumberland municipal city limits. All neighborhoods in Cumberland are predominantly white by virtue of the population. Census block group data reveals that there are areas of Cumberland that have more racial diversity than other areas of the City. Census block group 5.02, which is the Willowbrook Road corridor to the East and Census block group 4.03 which is the Bedford/Frederick Street corridor to the North and Census block group 10.02 in the Decatur Heights/Center City area is 15.0%-26% African American. The highest concentration of Asian population 2-4% is located in Census block group areas 12.03 and 12.0, not areas of low-moderate income concentration, or the Haystack-Dingle neighborhood, as designated by the 2013 City of Cumberland Comprehensive plan. Concentrations of 1-2% Asian families occur within South Cumberland Census block groups 7.01 and 8.02 and within 5.01 in Eastside-Willowbrook neighborhood. The highest concentration, 4-9%, of families of Hispanic or Latino origin are located within Census block groups 7.01, 10.2, and 4.03, Johnson Heights-Mapleside, Decatur Heights/Center City near Rolling Mill and extending through the Narrows to the North and part of McNamee-Shriver. Other concentrations, 2-3%, of families reporting Hispanic or Latino origin are located within Census block group 12.02, Westside and 3.01 Wills, not areas of low mod income concentration. 2-3% concentration of families of Hispanic or Latino origin comprises block group 5.02 which is located in the Eastside-Willowbrook and block group 8.02 in the Chapel Hill-Virginia Avenue neighborhood are both areas with low-mod income concentration over 51%. Census block groups 11.01, 8.01, 8.02, 7.01, 7.02, 6.02, 5.01, 5.02, 4.03, 4.02, 3.01, 3.02, 10.01 and 10.02 are 51%-86% low-moderate incomes. The neighborhoods with the highest concentrations (67-80%) are Virginia Avenue/Chapel Hill, Rolling Mill, Walsh-Humbird, Johnson Heights-Mapleside and Eastside. Census block group 10.02 with highest low mod income concentration and high concentration of minority families includes portions of Center City and Wills neighborhood as designated in the 2013 City of Cumberland Comprehensive Plan. McNamee- Shriver, Rolling Mill, EastSide – Willowbrook, and Chapel Hill-Virginia Avenue have the highest incidence of blight per the 2018 Cumberland Blight Study. Walsh-Humbird, Decatur Heights and Mapleside have the second highest incidence of blight followed by Wills, Haystack Dingle/ Westside and Center City. Maps

illustrating the geographic areas can be found in the appendix of this document.

Geographic Distribution

Target Area	Percentage of Funds
CB NEIGHBORHOOD AREAS	
South Cumberland	5
Cumberland Citywide	
Walsh-Humbird 2013 Con Plan	
Block Groups Above 51%-Low-Mod Areas	12
Block Groups Above 74% low-mod income	
Downtown	
Town Centre Neighborhood 2013 ConPlan	40
Rolling Mill Neighborhood 2013 Con Plan	1
Decatur Heights 2013 Con Plan	1
Johnson Heights-Mapleside 2013 Con Plan	3
East Side-Willowbrook 2013 Con Plan	
McNamee-Shriver 2013 Con Plan	
Chapel Hill-Virginia Avenue 2013 Con Plan	1
Constitution Park	37

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Geographically, most of Cumberland has a extremely-low to moderate income concentration of just under 60% and therefore, most investments, \$240, 956, are targeted to those areas of highest need, 63 to 86% low income, which are shaded in red on the map entitled City of Cumberland: 2023 Projects in Relation to Low to Moderate Income Areas which can be found in the Appendix to this document. These include the public services in downtown and the two projects located in South Cumberland at Jane Frazier Village. The remaining 2023 projects, \$399,026, are located in areas of income concentrations in the range of 50 to 63%. They include the Constitution Park Trail project and the Friend's Aware, Inc. Assisted Living Unit rehabilitation and their Life Enrichment Center Improvements. Potential beneficiaries of these projects include all extremely-low to moderate income qualifying residents of Cumberland and because of the relatively small size of Cumberland they are accessible to them as well due to the location of offices within the center of town. Transportation services to and from the enrichment activities and housing are provided by Friend's Aware, Inc. to clients. Areas overlapping the lowest income concentration areas marked by black hash-mark lines on this map depict the areas targeted by City Police Department for crime awareness foot and bike patrols. This area is consistent

with the "Critical Corridor" of highest need in Cumberland.

Discussion

Geographically, most of Cumberland qualifies as low-moderate income. Services provided by agencies funded with 2023 CDBG are available Citywide 100% regardless of the office locations and these offices are located within areas of low-moderate income concentrations of 51-86%.

2023 Annual Action plan projects are located in Center City/Town Centre neighborhood (40%), Johnson Heights- Mapleside neighborhood (3%), and Constitution Park (37%) bordering Johnson Heights-Mapleside and East Side Willowbrook. Administration funds cover the citywide geographic area which is 18% of the anticipated grant. The targeted foot patrols begin in Town Centre and extend into Rolling Mill, Decatur Heights and Chapel Hill neighborhoods. The Cumberland YMCA Gilcrist Transitional Housing Homeless Shelter, located within downtown and near the Decatur Heights neighborhood (1%) is surrounded by East-Side and Rolling Mill (1%); and is conveniently located in the middle of the critical corridor and adjacent to the Downtown target area for addressing Consolidated Plan priority needs of Housing, Homelessness, Public Services and Economic Development. Jane Frazier Village is located in South Cumberland and activities there comprise 5% of this years distribution. Block groups above 51% low-mod income concentration, in this case, depicts the Wills Mountain Neighborhood (12%) within which the Friend's Aware, Inc. activities are located.

The distribution of funds to those areas includes activities and services available to the entire City. Project site locations are the basis for percentage of funds targeted to each specific area.

The map in the appendix titled: City of Cumberland: 2023 Projects in Relations to Low-Mod Income Areas and additional informative maps show a more detailed breakdown by project type. Please also see the map entitled City of Cumberland: 2023 Projects in Relation to Neighborhoods for additional, visual clarification.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

2023 CDBG funds will support infrastructure and outdoor recreation space development within a public housing development of 125 units at Jane Frazier Village. However, no households will receive funds to provide affordable housing. The City received only two applications for housing projects. One activity was for a major renovation of a current rental property that is unable to meet housing quality standards. The unit is owned by HRDC and requires lead-based paint abatement prior to CDBG rehabilitation due to the time required and the doubling of the cost if abatement were to be included. HRDC has been encouraged to abate the lead-based paint and re-apply next year for 2024 CDBG to rehabilitate the double unit. The Cumberland YMCA houses homeless at the transitional shelter at 205 Baltimore Avenue-11 family units, 8 single women units and 20 single men's units. The shelter also provides services to the homeless and at-risk special populations at the rate of 1000 people per year. Though funds from 2023 CDBG will support the Gilcrist by funding food programs, and security for the facility- the units themselves will not be under rehabilitation. Re-allocated 2021 CDBG will provide flooring replacement on the men's 3rd floor common areas.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	6
Total	6

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	6
Acquisition of Existing Units	0
Total	6

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Friend's Aware, Inc. provides assisted living housing at 600 Furnace Street to six extremely-low income clients, at any one time, at affordable rates. The roof is being replaced to continue to provide affordable housing to clients challenged by disabling conditions.

AP-60 Public Housing – 91.220(h)

Introduction

Actions planned during the next year to address the needs to public housing

All units owned and managed by the Housing Authority are certified by the Maryland Department of the environment as LEAD FREE. All developments have been tested for RADON and were negative. All other developments are being assessed for viability under the RAD program and John F. Kennedy Apts. is scheduled to begin renovation in third quarter of 2023, with a 15 million renovation. All public housing will be undergoing minor capital improvements to the facilities to maintain safe, modern and affordable housing to low-income citizens. New keyless access systems and apartment locks have been installed which are non-duplicative and will increase the security and tracking at all housing developments. Improvements continue to occur to the properties upon a yearly Capital Fund Grant awarded to the Housing Authority every year. All PHA staff have recently completed mental health training, as well as other periodic training in fair housing, etc. The Housing Authority is undergoing a Physical Needs Assessment, 504/ADA evaluation performed on the properties. During the year we plan to use CDBG funds to install a pavilion and resurface the basketball court at Jane Frazier Village and improving sidewalks at Jane Frazier Village.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The PHA continues to support Resident Councils at each development and a Resident Advisory Board (RAB) representing all developments. Public Hearings are held annually to review the PHA 5-Year Capital Improvements Plan. The PHA routinely works with residents and the community to promote homebuyer education.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority of the City of Cumberland is and has been designated for over 25 years as a HUD High Performing Agency. Our score for Fiscal Year ending March 31, 2022 was 92% score.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City will continue to be an active member on the Allegany County Local Homelessness Coalition and to support the Allegany County Continuum of Care funded programs. The local board joined the Balance of State consortium. The City makes every effort to participate and encourage participation of others with the Point-in-Time Survey and the annual Homeless Resources Day event organized by board members to provide a one-stop shop for homeless persons to receive any service available to alleviate their situation. The food and emergency short term prescription program supported with 2023 CDBG (\$19,435 estimated to benefit over 227 people); are available to homeless populations as well. All appropriate public services are shared through elaborate networking among board members. With 2023 CDBG, City of Cumberland Police Department staff will be making additional patrols by foot and bicycle increasing the opportunity to provide resources to homeless. Patrol persons are frequently a first contact to help find shelter and homeless service resources. Downtown in particular has seen an increase in homelessness, so Cumberland's strategy will increase coordination and outreach efforts to homeless throughout the downtown many of whom are unsheltered. HRDC provides homeless case management for Rental Allowance Program participants and the Cold Weather Shelter. The Salvation Army serves the needs of homeless families and individuals by providing food and emergency services from their south Cumberland community center. The Union Rescue Mission provides homeless shelter to single men and families with children. Laura's Anchor provides homeless and transitional shelter to women and women with children and men. One of Cumberland's top three priority needs for the 2020-2024 Consolidated Plan is to serve the homeless especially those who are chronically homeless. The strategy aims to increase coordination and promotion of homeless services with the Continuum of Care and to improve services to those who are homeless or in danger of homelessness. Although it is a citywide effort, some of the neighborhoods that are most affected by homelessness are Decatur Heights, East Side-Willowbrook, Johnson Heights-Mapleside, South Cumberland, Town Centre, and Downtown. Several of the service providers work in these neighborhoods to provide outreach to the homeless. The Allegany County Board on Homelessness will provide CoC programs, the point in time survey to count homeless numbers, and the Homeless Resources Day. Outreach to homeless individuals or those at-risk is a vital service of the board. Community Development staff will continue to attend meetings and to participate with homeless board activities to assess needs. The City of Cumberland has designated \$700,000 of ARPA funding from the U. S. Department of Treasury to support relocation and

expansion of the Union Rescue Mission homeless shelter.

Addressing the emergency shelter and transitional housing needs of homeless persons

The strategy is a multi-pronged approach to serve the varied population of homeless who have different needs. Homeless individuals who are sheltered or unsheltered may need emergency shelter or transitional housing. Chronically homeless such as individuals with mental health and substance abuse issues require wrap-around support services to support their recovery efforts this might include rapid rehousing with services. The strategy also serves homeless individuals with mental, physical, and developmental disabilities, veterans who also require support services. Cumberland's Consolidated Plan has the goal of providing homeless persons with overnight shelter through the YMCA Gilchrist facility that provides 28 single-occupancy units and common area for extremely-low and low- income individuals. The Family Crisis Resource Center shelter a transitional homeless shelter that provides support to domestic abuse victims and education to perpetrators of abuse including a 24-hour crisis hotline, food, shelter, counseling, and victim advocacy. In addition, Laura's Anchor provides transitional shelter that supports single families or adults with children. In addition to Continuum of Care funds, 2023 City CDBG will support the services of the Family Crisis Resource Center shelter for victims of domestic violence and the services at the YMCA Gilchrist Transitional Housing Shelter (food/exterior safety/security). Funds over \$153,435 are estimated to directly help at least 204 people in 2023.

The Family Crisis Resource Center is the beneficiary of 2020 CDBG-CV COVID funding to provide a 24 hour crisis phone line for COVID and other related emergency situations and to provide special filtration and HVAC improvements to their shelter facility enabling residency post-COVID governmental requirements for homeless shelters. Funds remain to sustain this activity through 2023-24.

Continuum of Care funds FY 22 awards are as follows: Maryland Department of Health Behavioral Health Administration, permanent supportive housing program is renewed at \$66,013, YMCA of Cumberland Y permanent housing program \$390,566, YMCA of Cumberland Transitional Housing \$70,350, and Allegany County HRDC Transitional Housing Services \$67,365 and Leasing Supportive Housing Project \$14,824.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Families with children and veterans with families who may be experiencing a financial or some other

crises that leads to homelessness. In this case, the strategy may be about homeless prevention or moving currently homeless families to transitional housing and eventually permanent housing. Unaccompanied youth and women and families who experience domestic violence have specialized needs and housing. Programs from the Family Crisis Resource Center, HRDC's Office of Housing Opportunity and the YMCA Gilchrist assist homeless individuals and families with assistance through counseling and self-sufficiency efforts to shorten the period of homelessness. 2020 City of Cumberland CDBG-CV was allocated (\$200,000) to HRDC's Office of Home Energy programs to provide homeless prevention. The program was ended at just under \$25,000 due to the amount of other COVID assistance provided for homeless prevention which was more easily distributed. Funding sat idle for at least 6 months before CDBG -CV was pulled for re-allocation. Associated Charities received just over \$20,000 for the same homeless prevention activities/grants from CDBG-CV and due to lack of need, these funds were also returned for re-allocation. CDBG may be requested in the future after pandemic homelessness funds have expired.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Cumberland's homeless strategy includes assistance to low-income individuals and families who experience a financial crisis and may be facing eviction or are recently homeless may receive rental support, access to food, or medical care. Extremely low-income individuals recently discharged from public institution or system of care also need assistance from public or private agencies. Specifically, CDBG funds will be used for homeless prevention, homeless shelter operations and transitional housing facilities improvements, support services for homeless prevention for special populations, and support for public services. Some of the partners in providing homeless services include the Allegany County Human Resources Development Commission (HRDC) the YMCA and Family Crisis Resource Center. As mentioned, the strategy has an emphasis on coordination downtown which includes cooperation with law enforcement and other street outreach services. Additional support services provided by other fund sources may include child-care, life skills, and transportation to assist individuals and families succeed in their transition.

In response to the longer- term fallout of the COVID 19 pandemic, CDBG-CV funds were re-allocated in 2022 to support the YMCA Gilchrist Transitional Shelter's gymnasium roof rehabilitation which is now complete and the AYEPS new youth center rehabilitation to provide facilities to combat the issues compounded for low-moderate income families. They provide support to homeless to shorten the duration of homelessness and provide resources which may prevent a family from becoming homeless. Prior year, 2021 surplus funds were re-allocated to Associated Charities to increase the

award for the prescription program which began in 2021 and will be able to continue through 2023-24.

Discussion

The YMCA Transitional Shelter Exterior Electrical/Safety/Camera Project and YMCA Homeless Shelter Food Program will receive \$132,935 over the 2023 Annual Action Plan year.

AP-70 HOPWA Goals– 91.220 (I)(3)

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Cumberland's barriers to affordable housing are the high cost of rehabilitation, permitting, and historic preservation. Over 90% of the homes in Cumberland were built before 1980 and 88.5% of these homes require significant maintenance and repair according to the Needs Assessment. Housing quality is a related issue where over 1400 households below 80% Area Median Income face housing problems. Interviews and focus group identified the high cost of rehabilitation as a barrier not only because of the actual costs, which can be significant, but also because the available pool of renters cannot afford the rents to recoup the costs. Permitting was also identified as a barrier due to delays with project approvals and fees. Although the city has made significant strides in improving their permitting process, there is room for improvement. Part of the process can be intimidating for a homeowner who is doing the work or leading the process themselves or working with contractors who are unfamiliar with the City of Cumberland's development review process. Related to the permitting process is the City of Cumberland's historic preservation review. This was a top issue among focus groups and interviews who viewed the process as onerous and unpredictable. When over 75% of the buildings are eligible for historic designation, this can be a significant barrier to affordable housing that can add to the cost of rehabilitation and time to the review process. Not only can delays of community development permitting reviews increase the cost of housing, it can add to the cost of building materials and has also reportedly deterred projects from launching. Although Allegany County offers a tax assessment freeze and there are state and federal historic preservation tax credits, these have not provided a significant enough of an incentive to encourage widespread rehabilitation. Financing for renovations and rehabilitation is also a barrier and are difficult to obtain. Homeowners may have little to no equity in their home because of falling home values. Loans for rehabilitation by banks are also limited. The FHA 203(k) program is hard to qualify and not offered by all lenders. Low-income homeowners encounter barriers to rehabilitation loans because they are unable to be approved due to credit history or home value. Although some home loans are deferred or forgivable for low-income homeowners, many are unable to access funds.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

There are no activities designed to remove or ameliorate the negative effects of public policies directly from 2023 Community Development Block Grant. However, the City of Cumberland recognizes the need to increase affordable housing options. ARPA funds have been awarded to the Department of Community Development to pilot programs to improve the City's housing stock. These pilots include a property improvement program for qualifying homeowners for minor housing rehabilitation or roof repairs and an incentive program for investors to purchase and improve dilapidated properties. The City will continue to award significant grant funds (\$25,000 max) for the project as a result of the owner

taking a dilapidated structure from blight to good housing condition. These programs have been successful and will continue through 2023-24 for 5 to 7 housing units. As a result, there will be opportunities to continue the programs through other funding sources in the future. The Department of Community Development continues to require rental unit inspections upon turnover and provides enforcement for housing codes violations. In addition, the City continues to explore additional incentives for residential investment.

Discussion:

Some cities, towns and counties accelerate the permitting process through a “Green Tape” program, as opposed to “Red Tape”, whereby developers of affordable or work-force housing projects are eligible for an accelerated permitting process resulting in the reduction of overall project development costs that encourages the delivery of affordable homes. In addition, targeted housing projects, such as those that are a part of city-sponsored redevelopment process, can be eligible for expedited processing, as well as assistance from a Development Review Administrator. The Administrator serves as an ombudsman and single point of contact, helping to shepherd the development through the review and permitting process and coordinating all comments, questions, and responses from the County. The Development Review Administrator is also able to assist with the historic preservation review process to ensure applicants understand historic preservation requirements. Establishing a one-stop shop helps to accelerate the development review process. In addition, the City of Cumberland is looking at ways to overhaul its historic preservation review process in order to balance historic preservation with reinvestment. Many of the city’s historic districts were established decades ago and several have deteriorated over the decades not only losing building integrity but have also lost buildings through neglect and abandonment. Cumberland is reviewing its historic districts to see which ones are still eligible as National Register and local districts. The city is also considering ways to improve historic preservation review through greater education efforts on the review process and eligibility for tax incentives. Partnerships are being considered with other organizations that can provide support in the historic preservation review process. The city is also considering how historic preservation staff can revise its historic preservation ordinance and the current programmatic agreement with the State Historic Preservation Officer to expedite review of affordable housing developments that use CDBG, state HOME, or LIHTC tax credits. Design guidelines will also be created in conjunction with the programmatic agreement that spells out alternative building materials that still meet the Secretary of the Interior Standards for Rehabilitation. Improving the city’s historic preservation programs will provide greater predictability to homeowners and property owners which is one of the biggest barriers to affordable housing when so much of the city’s building stock is eligible for historic designation and subject to historic preservation review when using federal funds. A comprehensive historic study and plan will be completed within the 2023 program year.

AP-85 Other Actions – 91.220(k)

Introduction:

Cumberland is unique in the ability of its providers to rally together to meet the underserved needs of its residents with collaboration and cooperation. The lack of transportation is a common complaint among all the priority needs categories discussed during the strategic plan development. Many agencies including Allegany County Department of Social Services, Allegany County and City government as well as the Western Maryland Health System have come together with private business to develop a better transportation system for the region. The City will continue to aggressively pursue creative solutions to the transportation limitations with these ACDSS and Chamber of Commerce partners over the course of 2023. The 2020 Analysis of Impediments to Fair Housing was provided to Cumberland by LSA consultants. The plan was approved, to Cumberland's benefit, in 2020 despite COVID-19 pandemic delays. The new 2020 Analysis of Impediments document will continue to inform the activities of the Cumberland Human Relations Commission's annual strategic plan as the group strives to provide citizens with enhanced, free outreach and education about fair housing rights and responsibilities. The Commission partners with the community and Maryland Commission on Civil Rights.

Actions planned to address obstacles to meeting underserved needs

The City will continue to support the Section 8 rental assistance program and the housing authority to provide affordable housing to the City's most vulnerable. Along with other housing service providers within the City including the YMCA, Allegany County Health Department and HRDC the Community Housing Services Committee meetings will continue with the Housing work group and the Homeless and Special Populations group to network, to coordinate resources, to prevent duplication of services, to bridge gaps in services and to make accessing services as convenient as possible for the consumer.

The City will continue to provide staff to serve on the Homelessness Board and to support the Allegany County Continuum of Care with submissions for SuperNofas. City CDBG support to Associated Charities' short and long term prescription programs will provide much needed services to residents at-risk for homelessness and those who are forced with the choice to purchase these items or to purchase food and other necessities.

CDBG will supplement several homeless providers; Family Crisis Resource Center, a shelter for victims of intimate partner abuse, and the YMCA Gilcrist's transitional shelter exterior rehab, security through 2023 and food support. These programs are available to residents Citywide; as are the CDBG supported public services for which individuals or families may apply. Blight removal efforts will continue through City general funding as the Neighborhood Revitalization Program. The program identifies codes violations, educates residents and acquires abandoned properties for demolition or rehabilitation. City commitment of general funds of \$250,000 is evidence that Cumberland continues to prioritize efforts to

improve the City's housing stock

Actions planned to foster and maintain affordable housing

The City continues to place high priority upon preserving affordable housing and producing additional affordable housing opportunities for the disabled, low income, and elderly through various housing rehab programs, encouraging homesteading in low- income areas, reducing barriers to affordable housing, and supporting development of affordable housing. The City is committed to affirmatively furthering fair housing for all, addressing identified impediments to fair housing, and supporting efforts Citywide by the City of Cumberland Department of Community Development.

The City of Cumberland will continue to support efforts of the Housing Authority of the City of Cumberland in providing decent affordable housing by supporting sidewalk infrastructure improvements for Jane Frazier Village with CDBG funds of \$71,000 affecting, 125 housing units of mostly extremely low income households. A little over \$18,000 in 2023 CDBG funds will provide rehabilitation to Friend's Aware, Inc. ALU serving 6 extremely-low income disabled households.

The City will continue to affirmatively further fair housing with strategic fair housing planning, the continued support and guidance for the City of Cumberland Human Relations Commission, and conducting plans/studies to that end.

HUD's timeliness standards dictate strict spending guidelines which continue to be closely monitored by staff. At this time, these spending standards hamper most attempts to rehabilitate housing because the process takes longer than a year and no community partners possess the staff to facilitate a viable process.

Actions planned to reduce lead-based paint hazards

HRDC offers the Maryland Rehabilitation Program-Single Family and the Special Targeted Applicant Rehabilitation Program for single family homes and one-to-four-unit rentals and owner occupants of single-family homes. The programs are for income eligible households and will remain available throughout the course of this year. The City's Rental Licensing program continues to require receipt of timely State of Maryland lead paint inspection certificates for each rental prior to inspection. At the current moment, there is only one active case in Cumberland for elevated blood level that would require Allegany County Health Department intervention. The department will not report the address involved. A Cumberland pediatrician handles interventions for those children at risk of EBL.

Actions planned to reduce the number of poverty-level families

The City of Cumberland will continue to participate and support the efforts of the Bridges to Opportunity initiative to assess the community to provide consumer classes for "Getting Ahead", to provide facilitators and education to agencies, to develop a mentoring program, engage youth, to identify resources and gaps in all areas utilizing the "Community Sustainability Grid", to seek business support in resource building, and to examine causes of poverty in the community related to policy

changes. Allegany County Department of Social Services (ACDSS) will continue to be the referral point from community agencies for initial services evaluations and applications for low- income families and individuals. HRDC provides Financial Literacy Training and Head Start programs. The WEX program located at Allegany College of Maryland will have accessible space for job training programs for the most vulnerable of City residents and Horizon Goodwill Inc. will provide transportation and case management to clients in the WEX program. The YMCA provides clothing appropriate for work for their clients working toward self- sufficiency and job skills training programs. Services including childcare and educational opportunities are provided to enable families and individuals to achieve independence. Family Junction will continue parenting class delivery; it mainly serves extremely low-income families often court or social service agency referred. Section 3 education and outreach to contractors and area businesses is provided through the efforts of City Engineering staff.

Actions planned to develop institutional structure

Capable Cumberland agencies and organizations will be utilized to carry out the actions of the 2023 annual plan. These agencies and/or persons have demonstrated sound leadership and organizational capacity necessary to meet the goals and objectives of the plan. City of Cumberland staff coordinate goals and objectives of several plans and studies to utilize CDBG funding to bridge gaps in services.

Agencies fundamental to the successful completion of this year's plan include: YMCA of Cumberland, Cumberland Human Relations Commission, Cumberland Neighborhood groups, the Housing Authority of the City of Cumberland, The Cumberland Housing Group, Associated Charities, City Parks and Recreation Department, City Engineering Department, Family Crisis Resource Center, Cumberland Police Department, and Friend's Aware, Inc. Sub recipients will receive CDBG funding to complete the projects as described in the plan and participation of City staff on the various commissions will serve to further the goals outlined herein. Coordination with the Continuum of Care, Bridges 2 Opportunity and the Homeless Board will ensure on-going efforts addressing the needs identified within the Strategic Plan and therefore the 2023 Annual Action Plan.

The City of Cumberland employs four full-time zoning/codes enforcement officers, an historic preservation specialist, the senior community development specialist, and engineering Section 3 compliance staff who work to further the objectives and outcomes of the plan.

The City supports the Cumberland Economic Development Corporation which will implement the City of Cumberland Economic Development Plan.

Actions planned to enhance coordination between public and private housing and social service agencies

The objectives of the 2023 Annual Plan could not be met without continued cooperation among public and private housing and social service agencies. Providers meet frequently to network in order to effectively advocate and refer clients to necessary services. When gaps in delivery of services are identified, a workgroup is developed to address the need. Although coordination of agencies is conducted during their respective 5-year plan strategies, agencies work together on a daily basis to

provide the best service to community residents. Comprehensive efforts will continue to be explored by stakeholders this year to alleviate some obstacles to providing affordable housing and to providing enhanced transportation options. The Community Housing Services Committee and its Special Populations Sub-Committee met in preparation of the plan. The Human Relations Commission, a seven-member board, meets monthly and coordinates fair housing and landlord tenant relations trainings on a regional level and with each CDBG sub recipient. The City participates on the Bridges to Opportunity Steering Committee, Policy Committee, Transportation Committee, Housing Committee and the Getting Ahead Committee to ensure coordination of efforts to address the City's most pressing issues contributing to poverty. That group alone is comprised of 35 organizations and local and county government with 14 businesses; most of which are major employers in the City.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

NA

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:
3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:
4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

NA
2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.
3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).
4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.
5. Describe performance standards for evaluating ESG.

File Attachments for Item:

. Order 27,230 - approving amendment #5 3102023 to the Community Development Block Grant (CDBG) 2021 Annual Action Plan projects and 2020 Community Development Block Grant CARES ACT funds

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,230

DATE: May 2, 2023

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the following amendments to the Community Development Block Grant Program be and are hereby approved, effective May 2, 2023:

Program	Current	Amendment	New Total
CV20.010 Constitution Park Improvements	0	\$14,153.74	\$14,153.74
2021 Long Term Prescription	0	\$2,068.98	\$2,068.98
2021 YMCA Transitional Shetler at 205 Baltimore Avenue Rehabilitation	0	\$56,642.48	\$56,642.48
CV20.005 CV Ass Charities Emergency Assistance	\$14,153.74	(\$14,153.74)	0
TT21.H005 HRDC Rental Rehab	\$8,175	(\$8,175)	0
TT21.016 Administration	\$36,636.84	(\$36,636.84)	0
TT21.I016 Indirect Cost	\$5,643	(\$5,643)	0
TT21.017 Fair Housing EOE Effort	\$416.13	(\$416.13)	0
TT21.018 YMCA Gilchrist HVAC Rpl Ph 2	\$1.00	(\$1.00)	0
TT21.061 Targeted Foot and Bike Patrol	\$1.43	(\$1.43)	0
2021 Program Income	\$7,838.06	(\$7,838.06)	0

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: May 2, 2023

Key Staff Contact: Lee Borrer, Senior Community Development Specialist

Item Title: Amendment # 5 3102023 to Community Development Block Grant (CDBG) 2021 Annual Action Plan projects and 2020 Community Development Block Grant CARES ACT (CDBG-CV) funds

Summary of project/issue/purchase/contract, etc for Council:

The City of Cumberland Community Development Staff announces the Community Development Block Grant (CDBG) 2021 CDBG and 2020 CDBG-CARES ACT (CV) proposed projects for funding using surplus funds from several 2021 projects from the 2021 Annual Action Plan award, program income and surplus from the 2020 CDBG CARES Act award. These 3 projects fall under one of two categories: Facilities/Infrastructure and Public Services. Activities coming in under budget include: HRDC Rental Rehabilitation, Administration, YMCA Gilchrist HVAC Ph 2, Targeted Foot and Bike Patrol. Associated Charities, Inc. was unable to expend \$14,153.74 of funds originally awarded to the CV Emergency Homeless Prevention program.

Amount of Award: 2020 CDBG-CV- \$14,153.74, 2021 CDBG-\$58,711.46

Budget number:

Grant, bond, etc. reference: B20-MW-24-0011, B21-MC-24-0011

File Attachments for Item:

. Order 27,231 - authorizing the execution of Change Order No. 2 with Carl Belt, Inc. for the WWTP Influent Screening System Upgrades Project (City Project 2-21-WWTP) increasing the final contract price by an amount not to exceed \$3,505.03

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,231

DATE: May 2, 2023

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 2 with Carl Belt, Inc., 11521 Milnor Avenue, Cumberland, MD 21502, to modify the proposed interior walls of the new influent screen building to make them more waterproof and durable as part of the WWTP Influent Screening System Upgrades Project (City Project 2-21-WWTP), bringing the total contract price not to exceed to One Million Four Hundred Thirty Five Thousand Two Hundred Sixty One Dollars and Twenty Eight Cents (\$1,435,261.28).

Raymond M. Morriss, Mayor

Carl Belt, Inc.	<i>Contract Price</i>
Original Contract Price	\$1,420,500.00
Change Order No. 1	\$11,256.25
Change Order No. 2	\$3,505.03
Total Contract Price after CO 1	\$1,435,261.28

Budget: 003.399.TP6.63000

Council Agenda Summary

Meeting Date: 5/2/2023

Key Staff Contact: Matt Idleman, PE

Item Title:

Change Order No. 2 WWTP Influent Screening System Upgrades Project, City Project 2-21-WWTP

Summary of project/issue/purchase/contract, etc for Council:

Modifying the proposed interior walls of the new influent screen building from painted 5/8" MR drywall to aluminum siding, in order to make the walls more waterproof and durable. This will increase the cost of the project by \$3,505.03. The total contract price will now be \$1,435,261.28.

Amount of Award: Increase of \$3,505.03

Budget number: 003.399.TP6.63000

Grant, bond, etc. reference: City Funds

Carl Belt Inc.

Job:	4212 City of Cumberland WWTP									Job:		
										Last Modified:	4/26/23 13:47	
Equipment												
No.	Description	Qty	Unit	Unit Price	Sub Cost	Unit Price	Cost	Unit Price	Material Cost	Unit Price	Labor w/burden	Notes
3	Aluminum interior siding, Vinyl Ceiling				\$ -		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
	MATERIAL DEDUCT				\$ -		\$ -		\$ -		\$ -	
	5/8" MR Drywall & Mud (Credit)	1	LS		\$ -		\$ -	-2500	\$ (2,500.00)		\$ -	
	Painting (Credit)	1	LS		\$ -		\$ -	-3144	\$ (3,144.00)		\$ -	
					\$ -		\$ -		\$ -		\$ -	
	MATERIALS				\$ -		\$ -		\$ -		\$ -	
	Solid Vinyl	900	SF		\$ -		\$ -	1.70	\$ 1,530.00		\$ -	
	Interior Aluminum panels and fasteners	1475	SF		\$ -		\$ -	6.00	\$ 8,850.00		\$ -	
	Furring Strips	900	LF		\$ -		\$ -	1.50	\$ 1,350.00		\$ -	
					\$ -		\$ -		\$ -		\$ -	
	LABOR DEDUCT				\$ -		\$ -		\$ -		\$ -	
2	Carpenter (Credit)	24	HR		\$ -		\$ -		\$ -	-60.87	\$ (2,921.76)	
2	Drywall Finisher (Credit)	24	HR		\$ -		\$ -		\$ -	-60.87	\$ (2,921.76)	
					\$ -		\$ -		\$ -		\$ -	
	LABOR				\$ -		\$ -		\$ -		\$ -	
2	Carpenter	24	HR		\$ -		\$ -		\$ -	60.87	\$ 2,921.76	
					\$ -		\$ -		\$ -		\$ -	
	Total				\$ -		\$ -		\$ 6,086.00		\$ (2,921.76)	\$ 3,164.24
											\$ (2,921.76)	Total Labor
											\$ 6,086.00	Total Material
											\$ -	Total Equipment
											\$ -	Total Subcontractor
										6%	\$ -	Sales Tax
											\$ 3,164.24	Sub Total
										10%	\$ (292.18)	O&P Labor
										10%	\$ 608.60	O&P Material
										8%	\$ -	O&P Subcontractor
											\$ 3,480.66	Sub Total
										0.70%	\$ 24.36	Bond
											\$ 3,505.03	Grand Total

File Attachments for Item:

. Order 27,232 - accepting the proposal from Kone, Inc. to modernize the elevator in City Hall to bring it into compliance with ASME 2019 standards in an amount not to exceed \$230,000

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,232

DATE: May 2, 2023

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the proposal from Kone, Inc., 517 Progress Drive, Suite Q, Linthicum, MD 21090, to modernize the elevator in City Hall to bring it into compliance with ASME 2019 standards in an amount not to exceed Two Hundred Thirty Thousand Dollars and No Cents (\$230,000), be and is hereby approved.

BE IT FURTHER ORDERED THAT, this special pricing is in accordance with City Code Section 2-171(c), which pertains to purchasing cooperatives and state and local government contracts (piggyback contracts).

Raymond M. Morriss, Mayor

Budget:
115.032B.62000

Council Agenda Summary

Meeting Date: 5/2/2023

Key Staff Contact: Robert Smith, PE

Item Title:

City Hall Building Elevator Modernization

Summary of project/issue/purchase/contract, etc for Council:

Order accepting the proposal from Kone, Inc. to modernize the elevator in the City Hall Building. This purchase was procured through the Omnia Partners purchasing Cooperative in compliance with the City Purchasing policy 2-171 (c). The City has selected 2 alternative bids from the proposal to replace the elevator cab floors, waterproof the elevator pits. At the conclusion of this project, the elevator will in compliance with ASME 2019.

The City Hall elevator upgrades proposal is for the amount of \$213,186.00. The project funding has a not to exceed amount of \$230,000 budgeted to account for unexpected site conditions.

Amount of Award: \$213,186.00

Budget number: 115.032B.62000

Grant, bond, etc. reference: City Funds

Dedicated to People Flow™



KONE MODERNIZATION PROPOSAL

Proposal:
Proposal Date:

City Hall of Cumberland
04/24/2023

04/24/2023

KONE Inc.
Elevators & Escalators

517 Progress Drive, Suite Q
Linthicum, Maryland, 21090
Mobile +1 12026175979
Work +14107662100
jason.speicher@kone.com
www.kone.us

Dear Robert Smith,

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment located at the following address for the amount of **\$207,210.00** (excluding use tax):

Cumberland City Hall

57 North Liberty Street, Cumberland, Maryland 21502

- This proposal is per terms and conditions as set forth in Omnia Partners Contract No. GENRL - EV2516 - City of Kansas City.
- This proposal is based on 2023 installation.
- This proposal is valid for (30) days.
- Anticipated downtime: **5** weeks per unit for modernization + **1-2** weeks for inspection.

Should you have any questions or require additional information, please feel free to contact me directly.

We look forward to hearing from you and working together on this project.

Yours sincerely,



Jason Speicher
Senior Sales Executive - Modernization
Kone Inc

Table of Contents

Appendix 1: KONE 24/7 Connected Services

Appendix 2: Clarifications

Appendix 3: Bid Attachment “A” / KONE Inc. General Terms and Conditions (Modernization)

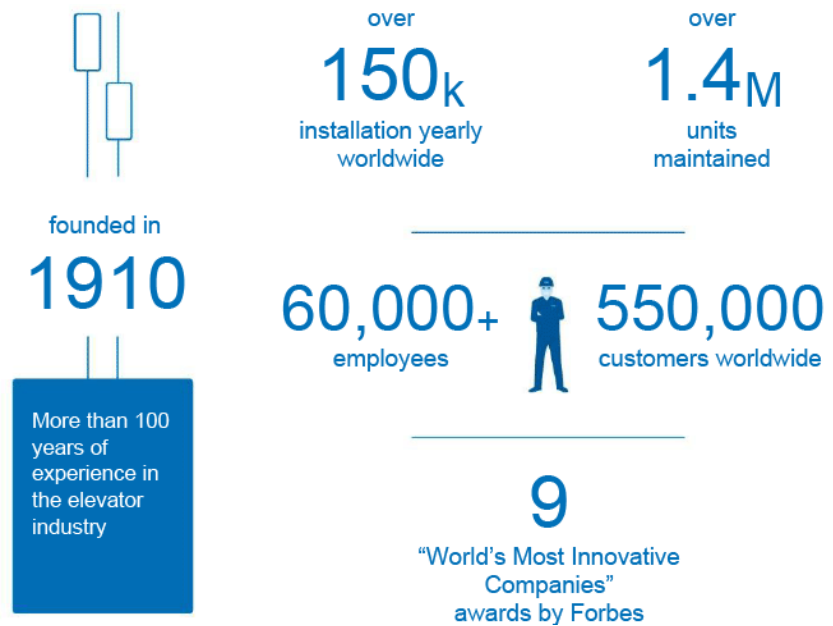
Appendix 4: Bid Attachment “B” / Site Requirements & Work by Other Trades

1. Why KONE?

KONE in brief

KONE is a global leader in the elevator and escalator industry. Our mission is to make cities better places to live.

Our versatile product portfolio features a wide range of innovative products including elevators, escalators, autowalks, monitoring, access and destination control systems.



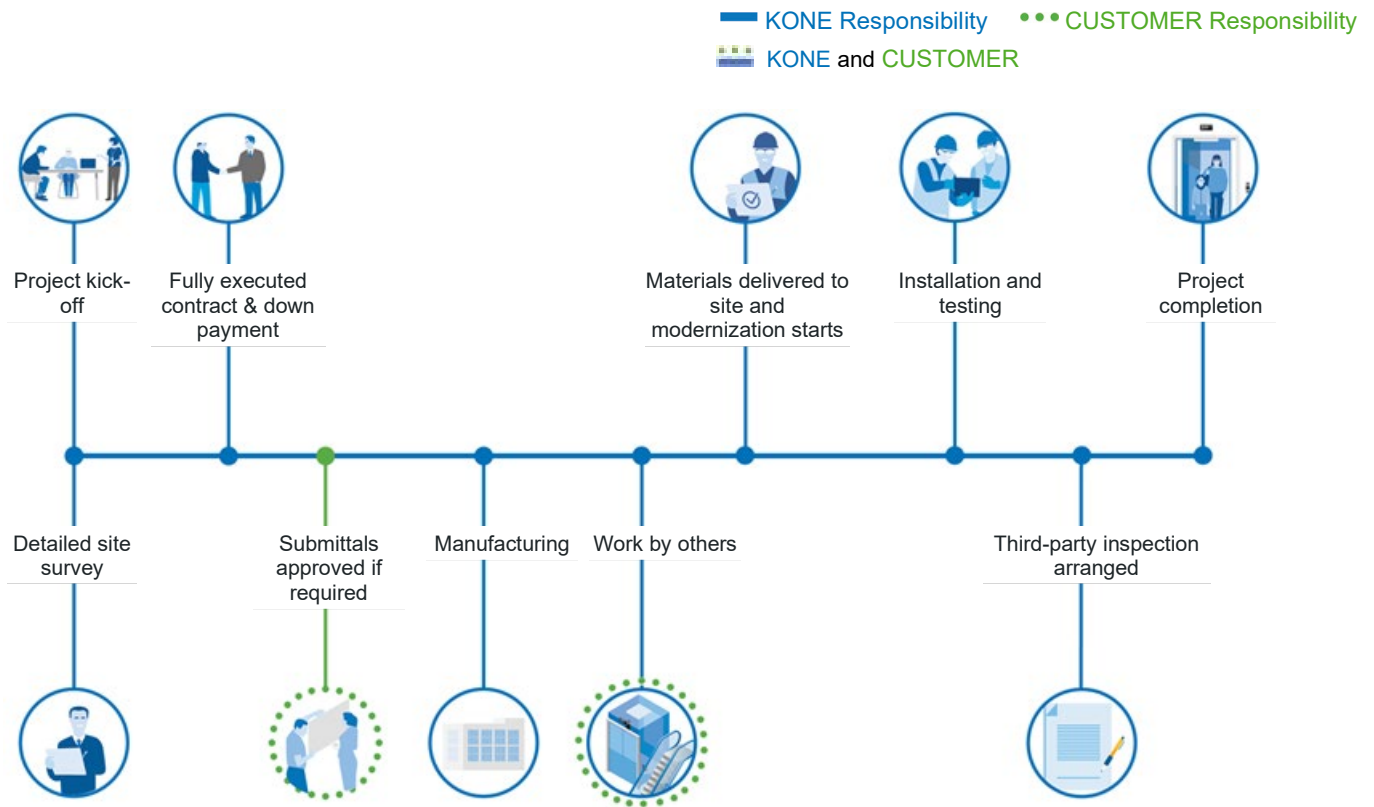
Value for your project

KONE helps you to reduce operational costs, increase end-user satisfaction and value of your building by providing accessible and safe equipment through a professional and trouble-free modernization project.

- ✓ Increased user satisfaction/minimal disturbance to end-users
- ✓ Improved eco-efficiency, reduced energy consumption
- ✓ Improved safety according to latest standards

2. Ensuring your project success

Project Overview



Site Cornerstones

By ensuring that these cornerstones are in place you can ensure that your modernization project stays on schedule and that KONE technicians can perform their work quickly, safely, and with minimum disruption to building operations.

1

Site preparation requirements before materials arrive

- Loading and storage area of suitable size for materials, waste and waste storage, and tools
- Safe access route for new materials and materials being removed
- Access permissions and cards or other access devices for KONE technicians

2

Other works as agreed in the project plan, if not managed by KONE

- Please refer to Appendix 4: Bid Attachment “B” / Site Requirements & Work by Other Trades

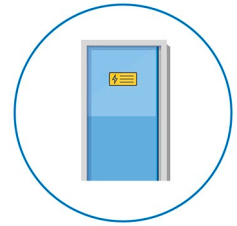
3. Your solution

Equipment #	20359560
Address	57 NORTH LIBERTY ST, CUMBERLAND 21502
Rated load	1500 lbs
Rated speed	75 fpm
Travel height	24 ft 0 in
Number of floors	3 floors / 3 front openings / 0 rear opening

Electrification

KONE HydroMod DX

KONE HydroMod DX is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE HydroMod DX is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.



A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, troubleshooting, and adjusting without requiring the use of an outside service tool.

KONE 24/7 Emergency Video Communications

This proposal includes provisions for KONE 24/7 Emergency Video Communications, which meets the intent of IBC 2018 and ASME A17.1 2019 code. In addition to the two-way audio communication, it allows for text based two-way communication between the elevator cab and the KONE Customer Care Center as well as means to visually verify if the cab is occupied when an emergency call is placed. The following is included for the duration of the warranty maintenance period:

- Hardware that enables audio and text-based two-way communication and video into the elevator cab, including touchscreen mounted in the car operating panel, camera, and all related wiring
- Wireless communication to KONE Customer Care Center is provided by KONE. No additional data and voice network or phone line is required to be provided by others
- 4-hour battery backup of both of in-car communication devices, wireless data, and voice network
- 24 hour-a-day, 7-day-a-week monitoring of elevator by KONE Customer Care Center

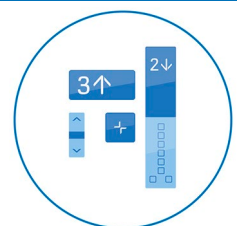
Sufficient AT&T cellular connectivity in the control space and a dedicated 110V disconnect are required to be provided by others to enable KONE 24/7 Emergency Video Communications. For elevators with 60' (18m) of travel or more, a data connection next to the remote communication panel and a windows-based computer (PC) capable of running the latest version of Google Chrome internet browser is required to be provided by others.

The KONE 24/7 Emergency Video Communications contract addendum and General Terms and Conditions for KONE Digital Services must be signed by the Building Owner. This contract addendum requires the Building Owner to pay a fee for audio, video, and data connectivity. This payment obligation, among other provisions, survives termination of any maintenance agreement.

Fixtures

Custom Fixtures

New signalization shall be provided as required by Innovation Industries.



Doors

Door Panel(s)

New #4 stainless steel hoistway door panel(s) shall be provided. New door(s) shall be UL fire rated 1 1/2 hour.

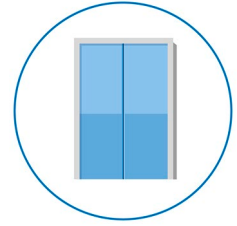
KONE ReNova Door Operator

A KONE ReNova closed loop permanent magnet PWM high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code.

Emergency devices and keys for opening doors from the landing shall be provided as required by the local code. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Door shall close after a predetermined time interval or immediately upon pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval. Door hangers and tracks shall be provided for each car door. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings.

Curtain of Light

The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.



Hydraulic equipment

Field Pipe & Accessories

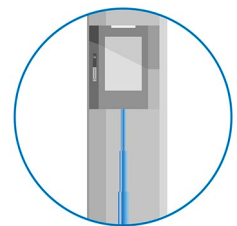
New field pipe and or accessories shall be provided as required.

Power Unit

A hydraulic power unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.

Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load.

An up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective.



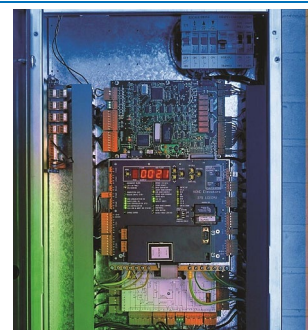
Solution details

Elevator 20359560 / HydroMod 2019

Electrification

Product name	KONE HydroMod DX
--------------	------------------

Elevator group size	Simplex
Number of floors served	3
Code year	2019
Speed [FPM]	75
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Power supply voltage [V]	208
Type of power unit	Submersible
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
New motor size (hp)	20
Motor Starts per Hour	80 Standard
Card reader provisions	Controller will be equipped with card reader interface logic.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.
Qty of COPs	1
Battery backup	Battery backup shall be provided. Battery backup allows passengers to safely exit an elevator in the event of a power outage.
Hoistway duct	KONE will remove all existing wiring, conduit and duct from the hoistway. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).



Product name	KONE 24/7 Emergency Video Communications
--------------	--

Number of floors served	3
Qty of COPs	1
24/7 Emergency Communications	24/7 Emergency Communications shall be provided.



Fixtures

Product name	Custom Fixtures
--------------	-----------------

Number of floors served	3
Capacity [LBS]	1500
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of new hall stations	3
Qty of hall call lockout switches	3
Qty of car direction lanterns	1
Qty of car call lockouts	3
Qty of hoistway access switches	2

Doors

Product name	Door Panel(s)
--------------	---------------

Number of floors served	3
Car panel finishing material	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.
Door type	Single speed side opening.
Hatch panel finishing material	New hatch door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.



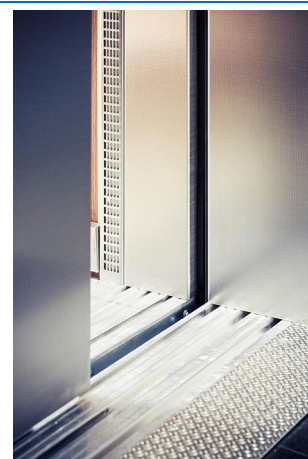
Product name	KONE ReNova Door Operator
---------------------	----------------------------------

Number of floors served	3
NEMA rating (HW)	Hoistway rating is NEMA 1.
Door type	Single speed side opening.
Door package type	KONE ReNova M3 door package includes a new door operator, restrictive clutch, car and hoistway door track, car gate switch, car and hoistway hangers, car and hoistway door panel adapters, hoistway door interlocks and closers, and hoistway pick up rollers.
Hatch headers	New hatch headers will be provided for the specified number of openings.



Product name	Curtain of Light
---------------------	-------------------------

Number of floors served	3
Code year	2019
NEMA rating (HW)	Hoistway rating is NEMA 1.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.



Hydraulic equipment

Product name	Field Pipe & Accessories
---------------------	-------------------------------------

Capacity [LBS]	1500
Speed [FPM]	75
Field Pipe Length (in)	120
Field Pipe Size	2"
Mainline Shutoff Valves	Two manual safety valves will be supplied in the oil line at the jack unit (pit) and in the machine room.

Product name	Power Unit
---------------------	-------------------

Capacity [LBS]	1500
----------------	------

Speed [FPM]	75
Type of power unit	Submersible
New motor size (hp)	20
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Field Pipe Length (in)	120
Field Pipe Size	2"
Jack location	Inground
Jack type	Single Stage
Load class	Passenger
Qty Jacks per Car	1

4. Commercial Offer

Project notes

The following scope of work is also included in this proposal:

- Repacking of existing jack
- Provision of cab interior under an allowance of \$17,500.00 for all labor and material required for fabrication and installation of new interior finishes. This allowance excludes flooring and cladding if requested. (Flooring would be an additional \$2,845.00 per car. Cladding of fronts in #4 stainless steel would be an additional \$4,773.00 per car.)
- Provision of new and proper disposal of existing hydraulic oil as required.
- Cleaning of existing hatch sills
- Provision of proper code data tags
- Provision of stainless steel plates at existing jambs where current push buttons are located.
- Replacement of slide guide inserts in existing guide shoes

The following associated building work is also included in this proposal (see specific building work alternates provided per building):

Elevator #1: One Basement Hydraulic Passenger Elevator (3 Stop – B, 1 & 2)

Building Work – Lobbies

1. Provide lobby cutting at one new hall station call button riser elevator fixtures. Provide at one elevator fixture call button riser on three floors for the passenger elevator. Provide cutting of walls at new call buttons as required to install new standard sized flush mount fixtures.
2. Provide to cut walls at new call buttons as required to install new standard sized flush mount fixtures located at 42" AFF. Provide cutting as required to install new back boxes and minor patching as required around new faceplate covers in the drywall lobby walls to relocate the existing call buttons from the entrance frames to the lobby walls.
3. Existing call buttons are flush mounted in the entrance frames and will need cutting of the lobby walls at 42" AFF in the lobbies to be replaced with new flush mounted elevator fixtures. Provide cutting as required to install new back boxes and minor patching as required around new faceplate covers at drywall lobby walls only.
4. This does not include any lobby cutting or patching to install new hall lanterns at each elevator entrance opening. This does not include to replace and/or patch any stone walls, wallpaper or special wall finishes in the elevator lobbies.

Building Work – Hoist-way and Pit

1. Provide masonry patching and fire-stopping in the hoist-way as required to meet code.
2. Modify one existing pit ladder by adding an extension to the top rung as required to meet code in the elevator pit. Provide grab bar 48" above sill, 4-½" of clearance on all sides, 4-½" of toe clearance, rungs at least 16" wide and provide rung adjacent/flush with the existing entrance sill.

Building Work – Machine Room

1. Provide masonry patching and fire-stopping in machine room as required to meet code.
2. Provide to demo one supply/return vent in the wall and infill the wall opening with drywall to match the existing wall.

Building Work – Machine Room Ventilation

1. Furnish and install one new 1.5-ton split system Mitsubishi M Series wall mounted heat pump HVAC unit fed from a normal power source in the machine room. Outdoor condenser unit to be mounted on wall brackets at the grade level of the building with electrical disconnect and GFCI for maintenance located within 3 feet. Furnish and install condensate pump with drain lines from indoor

air handler unit to the outside of the building or to the floor drain in the machine room.

2. Furnish and install one new wireless thermostat to operate the HVAC unit and mount it in the machine room.
3. Provide O&M manuals for owners use at end of project. Provide startup of HVAC unit and training to owner building maintenance personnel. Ongoing preventative maintenance and routine service after the new HVAC system has been installed is the responsibility of the building owner.

Electrical Work – Hoist-way and Pit

1. Furnish and install two 4-foot 2 lamp vapor proof LED light fixtures in the elevator pit. Pit lighting to reach 10-foot candles as required per code.
2. Furnish and install one GFCI electrical outlet in the elevator pit.

Electrical Work – Machine Room

1. Provide to demo and remove all electrical equipment, mainline disconnect, cab light disconnect, light, outlet, conduit, wire, etc. that is not code compliant and specifically stated to be retained.
2. Furnish and install load side conduit and wire to elevator controller from one new Square D heavy-duty fused main line disconnect, lockable in the off position only. Final connection is by the elevator contractor.
3. Provide grounding to existing mainline power feeder as required per code.
4. Furnish and install load side conduit and wire to elevator controller from one new heavy-duty fused cab light and exhaust fan disconnect, lockable in off position only.
5. Furnish and install one new 4-foot LED light fixture with protective lens in the machine room. Machine room lighting to reach 19-foot candles as required per code. Provide to demo and remove one existing light fixture.
6. Furnish and install one GFCI electrical outlet in the machine room.
7. Provide to feed one new HVAC unit in the machine room from a normal power source. Provide electrical disconnect and GFCI outlet for maintenance located within 3 feet of the outdoor condenser unit at grade level.
8. Furnish and install 1900 box and conduit inside machine room only as required for phone line connection to the new elevator controllers or trough. Phone line/service for elevator is to be provided to the machine room by the building owner.
9. Properly label all electrical devices with source of power.

Fire Alarm Work

1. Primary and alternate recall relays are existing to remain inside the existing Simplex 2001FACP located in the main building lobby wall.
2. Furnish and install one new smoke detector with relay base in the machine room to operate the third zone for the flashing fire hat inside the elevator cab.
3. One conventional smoke detector is existing to remain in each of the three elevator lobbies.
4. Provide programming, testing, and inspection services with Liston Electric personnel. Provide to pre-test the fire alarm recall and assist in one Maryland State elevator inspection.
5. Price is based upon connecting into the existing building Simplex 2001 conventional fire alarm control panel located in the main building lobby wall.

Elevator Cab Video Monitoring Power (2019 Code) -

1. Furnish and install one new heavy-duty fused video monitoring 110V disconnect in elevator machine room to provide power for the new elevator cab video monitoring equipment.
2. Furnish and install load side conduit and wire to elevator group controller from one new heavy-duty fused video monitoring 110V disconnect.
3. Furnish and install line side EMT conduit and #12 wire using three 20Amp available spare breaker from the existing normal electrical sub-panel located outside the elevator machine room to the new video monitoring disconnect in the machine room.

Electrostatic Paint Elevator Entrance Doors and Frames -

1. Provide electrostatic painting of the three elevator entrance doors and frames only.
2. Includes sanding and cleaning all metal surfaces to be painted.
3. Includes patching of holes and spot priming of damaged surfaces.
4. We will protect all unpainted hardware and surrounding surfaces.
5. We require the use of an elevator key to place cabs in independent mode.
6. Metallic finishes excluded from pricing. Color to be selected by owner prior to painting.

Assumptions

1. Machine room access is by the Owner through the existing entrance door frame. We have assumed the new elevator equipment will fit through the door frame.
2. Jack assembly replacement patching work in the elevator pit is excluded.
3. Elevator lobby sills are existing to remain. Grouting work for new sills is excluded.
4. Elevator cab floor is excluded and assumed to be existing to remain.
5. Elevator pit waterproofing and / or painting is excluded.
6. Machine room door is UL listed B label 90-minute fire rated and existing to remain.
7. Cutting, patching, and painting at two existing call button hall station risers in the elevator lobbies on all three floors is included. The existing call buttons are flush mounted in the existing door frames located at 42" AFF. We have assumed the new elevator fixtures will all be flush mounted and installed in the new back boxes in the lobby walls, so we have included all cutting and patching in the elevator lobbies.
8. Machine room drywall walls, acoustic ceiling, concrete floor, and hollow metal door painting is excluded. Machine room concrete floor painting is assumed to be by the elevator contractor.
9. Hoist-way vent at the top of the elevator shaft is excluded and not required per code.
10. Sprinklers are not existing in the machine room, in the elevator pit, or at the top of the elevator shaft. All new sprinkler work is specifically excluded.
11. There is no sump pump in the elevator pit. Sump pumps are not required by code in the State of Maryland on elevator modernization projects where the original elevators were installed on the 1989 code year or prior. This elevator was originally installed on the 1979 code year and therefore it should not be required by the State of Maryland to install one new sump pump in the elevator pit to meet code and pass the final elevator inspection. We have included add alternate #6 to install one new code compliant oil minder sump pump in the existing elevator pit should it be required.
12. Oil cooler disconnect and dedicated circuit is excluded.
13. Lighting modifications in the elevator lobbies are excluded. Any additional lighting required by the elevator inspector to meet minimum lighting code is by the building.
14. Emergency power work associated with this elevator is excluded. The elevator is not fed from an emergency power source. We have scoped to provide battery lowering contacts in the new mainline disconnect for this elevator.
15. We have not included conduit from the hoist-way to the fire control room for the elevator status panel connection. There is no existing elevator status panel or FCR.
16. Fire-fighters phones and speakers are excluded.
17. All work with security systems for card access readers and security cameras is excluded.

Add Alternate #1 – Machine Room Painting – \$2,558.00

1. Provide painting of the machine room drywall walls and existing door only.
2. Provide one coat of primer on the drywall walls and one coat of white finish paint.

Add Alternate #2 – Replace Elevator Cab Floor – \$3,160.00

1. Furnish and install one new cab floor in the existing passenger elevator cab.
2. Provide new sub-floor as required.
3. Includes demo and removal of existing sub-floor and elevator cab floor.
4. Floor style and color to be picked out by owner during submittal approval process.
5. Flooring lead time is typically 4-6 weeks from approval.

Add Alternate #3 – Elevator Pit Waterproofing – \$2,816.00

1. Furnish and install waterproofing of one elevator pit floor and walls up to the lowest landing sills level in the basement. Provide to clean and dry pit prior to waterproofing application. Waterproofing to be a cementitious crystalline waterproofing kit and applied to the inside of the existing elevator pit. Product suggested is Drycon or equal.
2. Provide to use a Sika Plug product to infill any cracks or holes in the concrete floor and walls specifically where the floor meets the walls.
3. This does not guarantee that water infiltration into the pit will be stopped permanently.

Add Alternate #4 – Elevator Pit Sump Pump – \$12,069.00

Building Work – Elevator Pit Sump Pump

1. Furnish and install one new 3,000gph oil minder sump pump in the elevator pit.
2. Provide demo of existing concrete pit floor and installation of a new sump crock in the elevator pit. Furnish and install one new 14-gallon plastic sump crock by ADS in the elevator pit. The size of the sump crock will need to be 24" deep by 18" in diameter to fit the new sump pump as required to meet code.
3. Furnish and install diamond plate cover in elevator pit over existing sump crock to be flush with the concrete pit floor.
4. Furnish and install one Barnes model #SP75 oil minder sump pump (ESA75-100) rated for 3,000gph capacity at 16.5' of head in the elevator pit.
5. Furnish and install oil smart oil water separator control switch with audible alarm inside the elevator pit.
6. Furnish and install new 1-½" PVC discharge piping from the sump pump and connect to the nearest storm drain piping on the 1st floor or drain to the exterior grade level.

Electrical Work – Elevator Pit Sump Pump Power

Furnish and install one new dedicated 120V single phase electrical outlet located above 4' from the pit floor for the sump pump power. Furnish and install conduit, wire and one new breaker in the existing spare breaker space of a normal power electrical sub-panel in the electric room.

Handover date

Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is **16 weeks** from when order receipt, deposit and approval of drawings have all been completed. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

Downtime period

5 weeks per unit plus inspections

Warranty/maintenance

Our Proposal includes KONE 24/7 Connected Services for the duration of 12 months.

Under no circumstances shall indicators or predictions from KONE 24/7 Connected Services be cause for immediate services. They shall be addressed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE. The remote monitoring devices are provided to the Customer as part of the Services. Customer gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment. Customer has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes,

translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.

The Product Warranty is specified in Bid Attachment A. Installation by KONE of any parts covered under the Product Warranty on parts will only occur while KONE maintains an active maintenance contract. The Product Warranty and Warranty Maintenance commences on the date of acceptance set forth in the Uniform Final Acceptance Form. For long-term reliability, a continuing maintenance agreement is necessary. This Proposal is conditioned upon KONE receiving a ten (10) year KONE Extended Warranty maintenance contract from ownership prior to the date of acceptance set forth in the Uniform Final Acceptance Form.

Pricing

Equipment	Fixtures	Doors	Electrification	Hydraulic equipment	Price (\$)
Elevator 1: HydroMod 2019	•	•	•	•	\$ 207,210.00

Total Sales Price, net exlcuding TAX

\$ 207,210.00

Additional Options for your Consideration

Alternates	Price excl. tax
ADD Alternate 1: Replacement of jack and buffers with phase 1 clean out for one unit at Public Safety Building. (No redrilling included) (Please note that the State of MD may require replacement if concerned with existing being a single bottom jack)	+\$58,265.00

Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to the purchaser with recommendations and cost for corrective action.

5. Services included

*Maintenance billing shall be suspended during modernization.

KONE 24/7 Connected Services

KONE 24/7 Connected Services is a round-the-clock diagnostics service that gathers data on your equipment's condition. We analyze this data and use it to make intelligent and proactive decisions on how to solve any potential problems – even before they occur. KONE 24/7 Connected Services helps you to optimize the lifetime value of your assets from day one and gives you peace of mind by keeping you fully informed about the condition of your equipment and any maintenance activities we carry out. (12 Months post modernization included)



KONE 24/7 Emergency Video Communications

KONE 24/7 Emergency Video Communications service, which includes a wireless phone line and monitoring by the KONE Customer Care Center. (12 Months post modernization included)

KONE Care - Emergency Phone Monitoring

Phone monitoring by the KONE Customer Care Center (12 Months post modernization included)

KONE Care - Wireless Phone Provider Service

A wireless phone line will be provided (12 Months post modernization included)

6. Tender Approval

KONE

Jason Speicher
517 Progress Drive
Suite Q
Linthicum, Maryland, 21090
jason.speicher@kone.com

Owner/Representative

Robert Smith
CITY OF CUMBERLAND
57 North Liberty Street
CUMBERLAND, Maryland, 21502

Submitted by:



Jason Speicher
Senior Sales Executive - Modernization
04/24/2023

We accept the offer constituted by this proposal (total sales price of \$ 207,210.00, excluding use tax) and agree to the conditions contained therein.

Approved by Customer

Printed name: _____

Title:

Company name:

Date:

Appendix 1: KONE 24/7 Connected Services

KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind



In addition to a quality modernization project, we would be excited to discuss KONE 24/7 Connected Services with you and the continuing benefits KONE could bring to your business. KONE is leading the industry with KONE 24/7 Connected Services using the latest intelligent elevator technology allowing us to predict issues and take action before a shutdown occurs. Predictive maintenance allows fewer shutdowns, less call-outs, and improved up-time of equipment - all leading to a better user experience!



Read more at
kone.us/connected

Appendix 2: Clarifications

1. Contract terms between KONE Inc. and Purchaser shall be based on our Proposal and Attachments "A" and "B".
2. All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Purchaser's responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
3. Existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
4. Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades' failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
5. The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.
6. In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.
7. Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.
8. Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer's sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
9. Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.
10. For hydraulic elevators, we can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the new hydraulic cylinder assembly is based on encountering soil free of oil, rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, additional time above or beyond the working days estimated to complete this project may be required. We will proceed with this portion of the project on a time and material basis, based on our normal billing rates.
11. Proposed solution is subject to a complete engineering review by KONE engineering team to confirm feasibility of products proposed. Additional charges may apply for work not included, but required to meet system requirements. Additional charges for this work (if applicable) shall be mutually agreed upon.

Appendix 3: Bid Attachment “A” / KONE Inc. General Terms and Conditions (Modernization)

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the “Proposal”).

2. SPECIAL PURCHASING REQUIREMENTS

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within the period stated in the Bid Letter or, when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter (“Equipment”), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE’s letter specifying the ship date (“Ship Date Letter”) signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS

Payment of the total Price is due within 30 days from invoice date, as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys’ fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first. If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE’s scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects identical to those pre-existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements (“Site Requirements”), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE’s materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation.

KONE’s site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE’s site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.

KONE’s work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE’s standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE’s control, Customer shall store the Equipment at Customer’s cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization. KONE shall not be required to perform overtime or any Customer directed change to its work (“Extra Work”) without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE’s right to seek payment for Extra Work performed.

KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in-place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages.

Additionally, the Customer is solely responsible for ensuring that the equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades.

6. TEMPORARY USE

Temporary use of certain types of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

7. HAZARDOUS MATERIALS

KONE's work shall not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Customer's sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE's Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE's work, whether installed or stored on or off site, shall remain with KONE until final payment is made. Risk of loss in KONE's work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE's expense.

9. TURNOVER

Prior to turnover, KONE must receive a final punch list. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manuals with CD-ROMs in electronic format, if applicable, upon execution of the Uniform Final Acceptance. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

10. DELAY

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God.

In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor.

12. INDEMNIFICATION

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use ("Claims") due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

13. INTELLECTUAL PROPERTY

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent.

14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs, insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

16. CONCEALED OR UNKNOWN CONDITIONS

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

17. TECHNICAL SURVEY

KONE's Price and obligations under this Proposal are subject to a technical survey to be performed on Customer's existing units within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer shall immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the unit. If additional work is necessary, KONE shall provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Proposal/contract without penalty.

18. TERMINATION

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

19. GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

20. PRICE ADJUSTMENT

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs between the time the Contract is signed and the date of manufacture for materials, labor, or shipping, as well as increased costs resulting from any change in law or tariffs.

21. 24/7 EMERGENCY VIDEO COMMUNICATIONS

Applicable only for projects where KONE 24/7 Emergency Video Communications is included: The KONE 24/7 Emergency Video Communications contract addendum and General Terms and Conditions for KONE Digital Services must be signed by the Building Owner. This contract addendum requires the Building Owner to pay a fee for audio, video, and data connectivity. This payment obligation, among other provisions, survives termination of any maintenance agreement.

22. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.

Appendix 4: Bid Attachment “B” / Site Requirements & Work by Other Trades

The work described below is a summary of work to be performed by others (“Work by Other Trades”) that may be required in conjunction with the elevator modernization performed by KONE (the “Work”). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others. Purchaser shall provide the following unless specifically included in KONE’s Work:

1. ELECTRICAL

- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code.
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified.
- Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for KONE 24/7 Emergency Communications, when specified. Must include the means to disconnect each service and lock-off in the “open” position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).

If required by building code: standby/emergency power, sufficiently sized to provide power of permanent characteristics to each elevator’s disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

2. MACHINE ROOM

- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7’-0”.
- Suitable lighting that provides a minimum of 19 ftc at floor.
- Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

3. HOISTWAY

- A code-compliant hoistway, constructed in accordance with KONE’s requirements and specifications. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4”.
- Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
- A guarded light fixture and light switch in pit. Switch must be located 42” above the lowest landing floor level.
- A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary sewer systems, retention ponds, etc.). Elevator hoistway ventilation to the outside atmosphere as required by building code.

4. FIRE SERVICE

- Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
- Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12” of each sprinkler head.

5. ACCESS INTEGRATION/SECURITY

- Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
- Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
- Any required software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
- A designated 115V 15A circuit is required at each of the remote monitoring stations.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

6. COUNTERWEIGHTING

- Pricing is based upon the existing car to counterweight weight ratio being consistent with elevator industry standards. This is defined as the counterweight weight being equal to the empty car weight plus 40%. The actual assemblies will be weighed during the modernization process. If modifications are required to correct the existing weight balance, these modifications will be provided at additional cost.

7. RK1 FUSES AND CIRCUIT BREAKERS

- Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not KONE.

8. GENERAL

- Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
- Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
- All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser's responsibility.
- Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
- Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
- Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
- Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior to start of the Work.
- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.
- If KONE 24/7 Emergency Video Communications: For units with travel greater or equal to 60 ft (18 m), or if located in a seismic zone and the code year is 2016 or later (regardless the travel): Customer will provide a dedicated Windows-based PC or laptop with Chrome browser and 24-hour/day Internet access. This computer must be accessible by emergency personnel to communicate through voice and text with people in the elevator and to have a video display of the cab interior.

File Attachments for Item:

. Order 27,233 - approving Change Order No. 1 for the Constitution Park Pool Improvements Contract (City Project 14-21-RE) to relocate the conduit, electric and waterline, bringing the contract price not to exceed \$510,227.52

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,233

DATE: May 2, 2023

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 with Carl Belt, Inc., 11521 Milnor Avenue, Cumberland, MD 21502, to relocate the conduit, electric and waterline for the Constitution Park Pool Improvement Project (City Project 14-21-RE), bringing the total contract price not to exceed to Five Hundred Ten Thousand Two Hundred Twenty Seven Dollars and Fifty-Two Cents (\$510,227.52).

Raymond M. Morriss, Mayor

Carl Belt, Inc.	<i>Contract Price</i>
Original Contract Price	\$499,020.91
Change Order No. 1	\$11,206.61
Total Contract Price after CO 1	\$510,227.52

Budget: 115.GP13.63000

Council Agenda Summary

Meeting Date: 5/2/2023

Key Staff Contact: Matt Idleman, PE

Item Title:

Change Order No. 1 Constitution Park Pool Improvements Contract, City Project 14-21-RE

Summary of project/issue/purchase/contract, etc for Council:

Relocation of the conduit, electric, and waterline for the project which was outside of the original scope of work. This will increase the cost of the project by \$11,206.61. The total contract price will now be \$510,227.52.

Amount of Award: Increase of \$11,206.61

Budget number: 115.GP13.63000

Grant, bond, etc. reference: City Funds

Carl Belt Inc.

Job:	4259 Constitution Park Pool Improvements									Job:		
										Last Modified:	3/1/23 8:39	
Equipment												
No.	Description	Qty	Unit	Unit Price	Sub Cost	Unit Price	Cost	Unit Price	Material Cost	Unit Price	Labor w/burden	Notes
1	Relocate Water line & Conduit				\$ -		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
	Yard Hydrant	1	EA		\$ -		\$ -	200	\$ 200.00		\$ -	
	1" Copper Pipe	60	LF		\$ -		\$ -	10	\$ 600.00		\$ -	
	Copper 90s	2	EA		\$ -		\$ -	15	\$ 30.00		\$ -	
	Copper to threaded fitting	2	EA		\$ -		\$ -	15	\$ 30.00		\$ -	
	1" Ground Key Valve with Key Adapter	1	EA		\$ -		\$ -	100	\$ 100.00		\$ -	
	CR-6	20	TN		\$ -		\$ -	16	\$ 320.00		\$ -	
	2" Conduit, elbows, couplers	200	LF		\$ -		\$ -	2.05	\$ 410.00		\$ -	
	1" Conduit, elbows, couplers	280	LF		\$ -		\$ -	1	\$ 280.00		\$ -	
					\$ -		\$ -		\$ -		\$ -	
	Stevens Electric	1	LS	2500	\$ 2,500.00		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
1	Operator	24	HR		\$ -		\$ -		\$ -	68.94	\$ 1,654.56	
1	Laborer	24	HR		\$ -		\$ -		\$ -	52.22	\$ 1,253.28	
1	Laborer	16	HR		\$ -		\$ -		\$ -	52.22	\$ 835.52	
					\$ -		\$ -		\$ -		\$ -	
1	Trench Roller	8	HR		\$ -	33	\$ 264.00		\$ -		\$ -	
1	Cat 305 Excavator	20	HR		\$ -	50	\$ 1,000.00		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
	Total				\$ 2,500.00		\$ 1,264.00		\$ 1,970.00		\$ 3,743.36	\$ 9,477.36
											\$ 3,743.36	Total Labor
											\$ 1,970.00	Total Material
											\$ 1,264.00	Total Equipment
											\$ 2,500.00	Total Subcontractor
										6%	\$ 118.20	Sales Tax
											\$ 9,595.56	Sub Total
										10%	\$ 374.34	O&P Labor
										10%	\$ 197.00	O&P Material
										8%	\$ 200.00	O&P Subcontractor
											\$ 10,366.90	Sub Total
										8.10%	\$ 839.72	GORDIAN PERCENTAGE
											\$ 11,206.61	Grand Total

File Attachments for Item:

. Order 27,234 - authorizing execution of Change Order No. 3 to the Residential Grass Mowing Project (14-22-M) with Casey Smith, LLC dba/ServicePro, for the decreased amount of \$860; bringing the total contract down to an amount not to exceed \$60,830

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,234

DATE: May 2, 2023

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 3 to the original contract with Casey Smith, LLC, dba ServicePro, for the “Residential Grass Mowing Project” (14-22-M) to add/remove properties recently acquired or sold by the City for the decreased cost of Eight Hundred Sixty Dollars and No Cents (\$860.00), bringing the new contract value not to exceed Sixty Thousand Eight Hundred Thirty Dollars and No Cents (\$60,830.00).

Raymond M. Morriss, Mayor

<i>Casey Smith LLC dba ServicePro</i>	Contract Price
Original Contract Price	\$ 53,390
Change Order No. 1	\$ 6,300
Change Order No. 2	\$ 2,000
Change Order No. 3	(\$860.00)
New Contract Price	\$ 60,830

Budget No. 001.078.20100

Council Agenda Summary

Meeting Date: 5/2/2023

Key Staff Contact: Derrik Grimm

Item Title:

Change Order No. 3 to Residential Mowing Contract

Summary of project/issue/purchase/contract, etc for Council:

This change order is to add/remove properties recently acquired/sold by the City at various locations within City Limits. These will be added to the contract to allow mowing through the end of the FY. These properties will now be part of the year 1 contract. This will decrease the current contract by \$860.00. The new contract value will be \$60,830.00. Original contract was approved with M&CC Order No. 27,042, amended with Change Order #1 M&CC Order No. 27,084, and amended with Change Order #2 M&CC Order No. 27,112.

Amount of Award: \$(860.00) for project total \$60,830.00

Budget number: 001.078.20100

Grant, bond, etc. reference: City Funds

City of Cumberland

Change Order Number: 3

Project: Residential Grass Mowing Contract
City Project No.: 2022-14-M
Purchase Order No.: 2023-197
Contractor: Service Pro
Vendor No.: 239

The Change Order modifies (adds or deletes work) the contract as follows:

Add / Delete	Unit	Est # of Cuttings	Cost Per Cutting	Description	Delete	Add
Mowing of City Owned Property Throughout the City of Cumberland						
Add	1	20	\$ 65.00	124 Columbia Street		\$1,300.00
Add	1	20	\$ 45.00	Gephart Dr Lots 9-11		\$900.00
Add	1	20	\$ 45.00	Gephart Dr Lots 21-22		\$900.00
Add	1	20	\$ 45.00	Gephart Dr Lots 22-23		\$900.00
Add	1	20	\$ 65.00	766 Maryland Avenue		\$1,300.00
Add	1	20	\$ 85.00	102-104-106 Altamont Terrace		\$1,700.00
Remove	1	20	\$ (35.00)	7-9 Arch Street	-\$700.00	
Remove	1	20	\$ (40.00)	105 Grand Avenue	-\$800.00	
Remove	1	20	\$ (28.00)	802 Maryland Avenue	-\$560.00	
Remove	1	20	\$ (90.00)	13 W Clement Street	-\$1,800.00	
Remove	1	20	\$ (60.00)	222 Pear Street	-\$1,200.00	
Remove	1	20	\$ (100.00)	420 Pine Avenue	-\$2,000.00	
Remove	1	20	\$ (40.00)	107-109 N. Allegany Street	-\$800.00	
TOTALS					-\$7,860.00	\$7,000.00

The Original Contract Sum was:

The Original Contract Sum was: \$53,390.00
 Previous Change Orders: \$8,300.00
 Contract Sum as a result of Previous Change Orders: \$61,690.00
 The Contract Sum increased/decreased by this Change Order: -\$860.00
 The New Contract Sum as a result of this Change Order is: **\$60,830.00**

Contract Time Change: No time added

Recommended by: _____
 Contracts Admin Officer Date

Contractor: Service Pro

 Date

Accepted by: _____
 Director of Engineering Date

Approved By: _____
 City Administrator Date

Mayor and City Council Order Number Authorizing this Change Order: _____

File Attachments for Item:

. Order 27,235 - authorizing the acceptance of a FY23 Local Parks and Playgrounds Infrastructure Grant, administered by the Maryland Department of Natural Resources Board of Public Works in the amount of \$122,492 with a City match of \$6447 for picnic tables and grills at Constitution Park

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,235

DATE: May 2, 2023

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT the Mayor and City Council be and is hereby authorized to accept a FY23 Local Parks and Playgrounds Infrastructure Grant, administered by the Maryland Department of Natural Resources Board of Public Works, in the amount of One Hundred Twenty Two Thousand Four Hundred Ninety Two Dollars and No Cents (\$122,492) with a City match requirement of Six Thousand Four Hundred Forty Seven Dollars and No Cents (\$6,447) for picnic tables and grills at Constitution Park.

Raymond M. Morriss, Mayor

Board of Public Works
Department of Natural Resources – Real Property
Supplement
April 19, 2023



DNR 1

Contact: Emily Wilson 410-260-8436
emilyh.wilson@maryland.gov

1A. LOCAL PARKS AND PLAYGROUNDS INFRASTRUCTURE
Allegany County

Recommendation: Approval to commit \$270,880 for the following **development** projects.

1. *Constitution Park Improvements Phase I - \$122,492*

City of Cumberland
LPPI# LPPI-1-21

Background: Improve the picnic areas at the park with new grills, picnic tables, trash receptacles, and associated site amenities. This is the first phase of a five-year park improvement plan.

Fund Source: Maryland Consolidated Capital Bond Loan 2021, Chapter 63, Acts of 2021
Local Parks and Playgrounds Infrastructure
Source Code: 21523 \$122,492.00

2. *Maryland Avenue Softball Field Improvements - \$21,888*

Allegany County
LPPI# LPPI-1-23

Background: Renovate the existing softball fields on Maryland Avenue for use by the general public. This project includes new dugouts, fencing, infield mix, foul posts, and associated site amenities.

Fund Source: Maryland Consolidated Capital Bond Loan 2021, Chapter 63, Acts of 2021
Local Parks and Playgrounds Infrastructure
Source Code: 21523 \$21,888.00

3. *Bel Air Community Recreation Complex ADA Restroom - \$18,000*

Allegany County
LPPI# LPPI-1-24

Background: Convert an existing storage room into an ADA compliant restroom for use by park visitors at the Bel Air Community Recreation Complex.

Fund Source: Maryland Consolidated Capital Bond Loan 2021, Chapter 63, Acts of 2021
Local Parks and Playgrounds Infrastructure
Source Code: 21523 \$18,000.00

Board of Public Works
Department of Natural Resources – Real Property
Supplement
April 19, 2023



DNR 2

1A. **LOCAL PARKS AND PLAYGROUNDS INFRASTRUCTURE** (cont'd)
Allegany County

4. Bel Air Community Recreation Complex Baseball Field Upgrades - \$45,000

Allegany County
LPPI# LPPI-1-25

Background: Upgrade the baseball field with multiple improvements including new fencing, topsoil, pitcher's mound, benches, and associated site amenities.

Fund Source: Maryland Consolidated Capital Bond Loan 2021, Chapter 63, Acts of 2021
Local Parks and Playgrounds Infrastructure
Source Code: 21523 \$45,000.00

BOARD OF PUBLIC WORKS

THIS ITEM WAS:

APPROVED

DISAPPROVED

DEFERRED

WITHDRAWN

WITH DISCUSSION

WITHOUT DISCUSSION



Wes Moore, Governor
Aruna Miller, Lt. Governor
Josh Kurtz, Secretary
David Goshorn, Deputy Secretary

April 20, 2023

Via Electronic Delivery to

Ken Tressler
Director
Administrative Services
City of Cumberland
Allegany County
57 N. Liberty Street
Cumberland, MD 21502
Ken.tressler@cumberlandmd.gov

RE: LPPI-1-21, Constitution Park Improvement Project
City of Cumberland, Allegany County

Dear Mr. Tressler:

It gives me great pleasure to inform you that the Board of Public Works has approved your request for Local Parks and Playgrounds Infrastructure funds regarding the above referenced project(s). A copy of the agenda item(s) is attached for your reference.

You may proceed with this project at your earliest opportunity. When the project commences, please have your staff contact the Local Parks and Playgrounds Infrastructure program administrator with whom they have been working so that arrangements can be made to coordinate reimbursement.

If I may be of further assistance, please do not hesitate to contact me at 443-534-8255.

Sincerely,

Carrie R. Lhotsky
Grants and Stewardship Manager
carrie.lhotsky@maryland.gov

Attachments

cc: Jacob Shade, President commissioner.shade@alleganygov.org
Tiffany R. DePaoli, Program Administrator tiffanyr.depaoli@maryland.gov



Allegany County Program Open Space Project Request FY 2023

Development Project Information

Project Name	Constitution Park 5-year plan Improvement Project – Part 1		
Project Location	Constitution Park - Cumberland		
	Park View/Fort Avenues	Cumberland, MD	21502
Project Costs	\$ 128,939.00	\$ 116,045.10	\$ 12,893.90
	Project Total Cost (100%)	POS Funding (up to 90%)	Local Sponsor Costs (no less than 10%)

Project Description & Justification

Describe the project, explain the need for the project, and if possible, include LPPRP¹ goals the project will address. Photos, maps, plans and other supporting documents (not exceeding 5 pages) may be attached.

The City of Cumberland has completed a five-year plan of improvements needed to Constitution Park. This is the City's Approximate 100 Acre Park which offers recreation opportunities to local and neighboring citizens year-round. Park improvements have gone underfunded for many years. This has led to many designated projects within the Five-Year Plan.

The plan will be to make improvements as funding sources become available. This request for funding would make practical and visual improvements with the replacement and renewal of the parks picnic areas. This request includes Picnic Table and Grill replacements, repair and paint of the permanent Concrete Tables, and renewal of Trash containers. The Constitution Park is high traffic play, sports, swimming and general recreation area within the City and is an assist to our community.

Note: Recent Constitution Park improvements include: Renovations to Long Baseball Field, Renovation to Grove 4 Playground, Grove 4 Restroom Improvements and addition of new Marble Courts.

Project Start	March 2023	Project Completion	March 2024
	Month/Year		Month/Year
Item	Description	Cost Estimate²	
1	Replacement Grills for Park Picnic Areas – 4 Family Size and 35 Regular Size	\$ 31,804.00	
2	Replacement Picnic Tables – Standard 8 ft. Tables - 60	\$ 90,359.00	
3	Replacement of ADA 8 ft. Tables – 4 tables	\$ 4,076.00	
4	Lumber and Paint to repair Concrete Base Tables (Older tables) 8	\$ 2,200.00	
5	Paint and hardware for Trash containers	\$ 500.00	
6			
7			
Total Costs		\$ 128,939.00	

Acquisition Project Information (if applicable)

Current Landowner³			
Project Location			
	Street Address	City, MD	ZIP
Proposed Property Cost		Acres	
Planned use of the property to be acquired?			

¹ Land Preservation, Parks and Recreation Plan for Allegany County – 2017, goals are listed on page 21

² Attach vendor quotes or estimates if you have them.

³ Attach SDAT sheet(s) for property

Local Sponsor Information

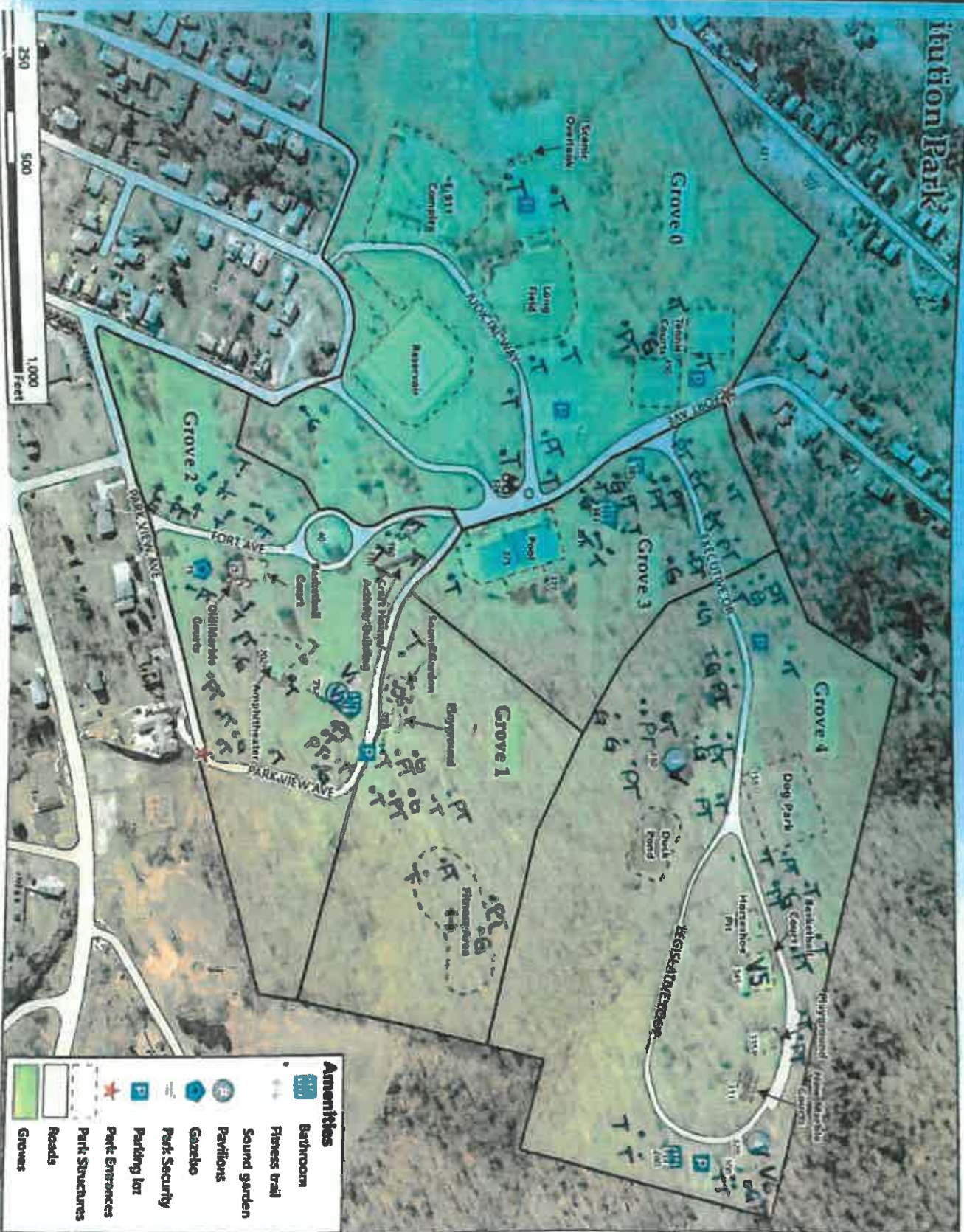
Local Sponsor Name	City of Cumberland – Mayor and City Council		
	City of Cumberland, Department of Parks & Recreation		
Do you have the funds for the 10% match?			
<input checked="" type="checkbox"/> Yes	If no please explain how you plan to fundraise for the 10%		
<input type="checkbox"/> No			
Local Sponsor Mailing Address	57 N. Liberty Street Cumberland, MD 21502		
	Mailing address	City	zip
Project Coordinator	Diane Johnson		Director of Parks & Recreation
Primary Contact	Name	Title	
Diane.johnson@cumberlandmd.gov	301-759-6636		
Email	Day-Time Phone	Mailing Address (if different)	
Project Coordinator	Jason Deal		Street and Public Properties Superintendent
Secondary Contact	Name	Title	
Jason.deal@cumberlandmd.gov	240-609-9788		
Email	Day-Time Phone	Mailing Address (if different)	

Project Planning

Please make the County aware of any future improvements your organization would like to make to the recreation facility not in this application in this section.

Priority	Short Project Description	Cost (if known)
	Playground Renovations (Grove 2)	
	Park Sign replacement	
	Park Trails added	
	Improvements to Swimming pool area	

Institution Park



U = pavilion
 P = picnic table
 G = gazebo







File Attachments for Item:

. Order 27,236 - accepting the proposal from Grainger for new picnic tables for Constitution Park in an amount not to exceed \$75,789

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,236

DATE: May 2, 2023

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the proposal from Grainger, 100 Grainger Parkway, Lake Forest IL 60045, for the purchase of picnic tables for Constitution Park in the not-to-exceed amount of Seventy Five Thousand Seven Hundred Eighty Nine Dollars and No Cents (\$75,789), be and is hereby approved.

Raymond M. Morriss, Mayor

Budget:
001.078.30150



Quotation

100 Grainger Pkwy
Lake Forest IL 60045-5201
www.grainger.com
(800)472-4643

Customer Information

CITY OF CUMBERLAND
EVITTS CREEK WATER COMPANY
215 BOWEN ST
CUMBERLAND MD 21502-4502

Billing Information

CITY OF CUMBERLAND
ATTN A/P
57 N LIBERTY ST
CUMBERLAND MD 21502-2312

Shipping Information

CITY OF CUMBERLAND
EVITTS CREEK WATER COMPANY
215 BOWEN ST
CUMBERLAND MD 21502-4502

Information

Grainger Quote Number	2054238081
Quote Start Date	04/27/2023
Quote Expiration Date	05/27/2023
Creation Date	04/27/2023
Grainger EIN Number	36-1150280
PO #	
PO Create Date	
PO Release #	
Customer Number	821601069
Department Number	
Project/Job Number	
Requisitioner Name	
Attention	
Caller	RYAN MACKEY
Telephone Number	3017222000
Page	1 / 2

Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms® 2020:	FOB ORIGIN
Freight Terms:	Prepaid + Fee
Carrier:	* See line item detail
Payment Terms:	Net 30 days after invoice date

Special Instructions:

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
10	4HUR8	Picnic Table,96" W x62" D,Green Manufacturer: GRAINGER APPROVED Part Number: 4HUR8 Carrier: Origin: CN		85.00	EA	850.00	72,250.00
20	4HUT1	ADA Picnic Table,96" W x62" D,Green Manufacturer: GRAINGER APPROVED Part Number: 4HUT1 Carrier:		4.00	EA	850.00	3,400.00



Quotation

100 Grainger Pkwy
Lake Forest IL 60045-5201
www.grainger.com
(800)472-4643

Information

Grainger Quote Number	2054238081
Creation Date	04/27/2023
Customer Number	821601069
Page	2 / 2

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
-----------------	----------	-------------	----------------------	-----	------	-------	-----------------

Origin: CN

Sub Total	75,650.00
Estimated Shipping	0.00
Estimated Other Shipping	139.00
Total USD	\$ 75,789.00

Thank you for the opportunity to provide this quotation.

Please reference our Grainger quote number when you are ready to place your order.

Any changes to the products and/or quantities identified in the quotation may result in different pricing.

Quoted shipping charges and delivery date are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable.

This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at <https://www.grainger.com/content/mc/policies/terms-of-sale>.